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OA/ID Number: 25849
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Folder Title:
Zapata Off-Shore Company: LeTourneau Contract, Preliminary Papers - July 7, 1956

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SPECIFICATION PREFACE TO ANNEX I AND II

TRIPOD OFFSHORE MOBILE DRILLING PLATFORM GENERAL

It is the intent of this specification to produce an Offshore Mobile Drilling Platform. Arrangement, construction, materials, details, and outfitting are to be in accordance with this specification and its reference diagrams and drawings. Construction, installation of machinery, and outfit shall be to the extent specified herein.

The platform shall consist of a barge roughly triangular in plan, equipped with three triangular spuds with cylindrical bearing tanks which can be lowered to the gulf bottom and on which the platform can elevate itself above the Gulf water surface. Two deck extensions on one end of the barge will form a notch over which the drilling derrick will be installed.

Elevating and lowering the spuds and platform shall be accomplished by gears meshing with racks on the spuds. The gears shall be operated by electric motors taking power from Diesel-electric generators installed in the platform.

ASSUMED CRITERIA

Wind forces created by a maximum wind velocity of 125 MPH. Wave forces associated with storm waves of a maximum height of 40 feet above mean sea level. Maximum wave force on two spuds shall be assumed only on the two spuds flanking the drilling derrick. Other combinations of two spuds shall be protected from maximum wave forces by orientation of the platform in relation to the coast line. For operation on soil bottoms having a shear value of 0.25 tons per square foot or more and in waters of sufficient depth to prevent undue scouring of the bottom by wave action. Adequate penetration of the gulf bottom shall be obtained by "jetting" as necessary.

DIMENSIONS AND CAPACITIES

Length Over All (not including drilling platform).....	176'2"
Width Over All.....	151'9"
Depth of Hull.....	20'0"
Length of Spuds.....	145'0"
Racks C. L. to C. L. of Rack Pitch Line.....	34'03/4"
Diameter of Spud Tank.....	35'4"
Height of 1 Spud Tank.....	32'0"
Available for Elevating Drilling Equipment, Mud, Fuel, Water, Quarters, Piping, Etc.....	5,000,000 lbs.
Maximum Imposed Load With Platform in Fixed Position, Including Derrick, Line Pull.....	6,000,000 lbs.
Minimum Rate of Elevating on One Spud.....	24 in. per min.
Draft of Hull Fully Loaded.....	11'6"

Draft with Appendages.....	14'0"
Potable Water Capacity.....	1,000 bbls.
Drilling Water Capacity.....	5,000 bbls.
Diesel Oil Capacity.....	1,000 bbls.
Active Mud Capacity.....	1,500 bbls.
Dry Mud Capacity.....	10,000 sacks

The C. L. spud end shall be considered as the bow or forward end when referred to in this Specification.

TESTING -

All compartments, bulkheads, piping systems and decks shall be tested in accordance with A.B.S. Rules.

**Annex I - Sections 1 Hull, 2 Spuds, 3 Elevating Machinery and Controls
4 Cranes, Bitts and Winches, 5 Elevating Machinery Piping.
6 Elevating Machinery Wiring, 7 Platform Painting.**

**Annex II- Sections 8 Ship's Service Generator, 9 Installation of
Drilling Machinery, 10 Installation of Auxiliary Machinery
and Equipment, 11 Ship's Service and Drilling Equipment
Wiring, 12 Ship's Service and Drilling Piping, 13 Living
Quarters.**

**(a) Construction,)b) Furnishings, (c) Wiring, (d)
Piping, (e) Air Conditioning and Heating, (f) Painting,
14 Outfit and Equipment, 15 Ventilation, (a) Machinery
Spaces, (b) Mud Room.**

Accepted List of Materials Due LeTourneau, Miss.
 Aug. 26, 1956 Subject to substitution As Approved
 By Zapata. Oil Well Supply Div. By J.R. Robinson
 Fittings & Pipe Zapata Offshore Co. By ~~W. H. Brown~~

Exhibit A
 Aug 1, 1956
 Pg. 1 thru Pg. 25

756	1/2"	STD GALV BUTT WELD PIPE TIC A-120
2951	1/2"	Sch 80 PRESSURE TUBING.
30	1/2"	STD GALV TEES
90	1/2"	STD " ELLS MALL
30	1/2"	" " UNIONS # 7765
50	1/2"	" " 45° ELLS
40	1/2 x AT	STD GALV PIPE NIPPLES
40	x 1 1/2	"
40	x 2	"
40	x 3	"
10	1/2 x 10"	STD STEEL SMLS PRESSURE NIPPLES
12	1/2 x 12"	" " " "
6	1/2 x 3/8"	STD C. I. BUSHINGS
6	1/2 x 1/4"	" " " "
12	1/2 x AT	STEEL SMLS PRESSURE TUBE NIPPLES
12	" x 2	"
12	" x 2 1/2	"
12	" x 3	"
12	" x 3 1/2	"
12	" x 4	"
12	" x 5	"
12	" x 6	"
12	" x 8	"
2	1/2"	WALW FIS 48 GATE VALVES
3	1/2"	CAT SIV F. S. UNIONS
409	1/2"	WALW #3 STD BRZ GATE VALVES
12	1/2"	WALW #58 STD BRZ GATE VALVES
24	1/2 x AT	STD GALV PIPE NIPPLES
24	x 2	"
24	x 2 1/2	"
24	x 3	"
24	x 3 1/2	"
24	x 4	"
24	x 5	" (1)
24	x 6	"

6	$\frac{1}{2}$ "	BRONZE HOSE BIBBS
50	$\frac{1}{2}$ "	STD GALV ELLS
45 {	21 $\frac{1}{2}$ "	STD MAL 45° ELLS
	24 $\frac{1}{2}$ "	" "
30	$\frac{1}{2}$ "	CONDUIT STRAPS
30	$\frac{1}{2}$ "	STD GALV TEES
32	$\frac{1}{2}$ "	3000 [#] F.S. COUPLINGS
9	$\frac{1}{2}$ "	W/S F/S 3000 [#] COUPLINGS
6	$\frac{1}{2}$ "	SIV CATAWISSA UNIONS
2	$\frac{1}{2}$ "	W/S/F.S. 3000 [#] 90° ELLS
90	$\frac{1}{2}$ "	" " " 45° ELLS
12	$\frac{1}{2} \times 1$	STD GALV PIPE NIPPLES
12	$\frac{1}{2} \times 1\frac{1}{2}$	"
12	$\times 2$	"
12	$\times 2\frac{1}{2}$	"
12	$\times 3$	"
12	$\times 3\frac{1}{2}$	"
51	$\times 4$	"
11	$\times 4\frac{1}{2}$	"
47	$\times 5$	"
12	$\times 5\frac{1}{2}$	"
49	$\times 6$	"
24	$\frac{1}{2}$ "	STD MAL GALV TEES
55	$\frac{1}{2}$ "	MALL IRON 150 [#] GALV 90° ELL SREWED
6	$\frac{1}{2}$ "	" " " " TEE "
4	$\frac{1}{2}$ "	" " " " UNION "

Quantity	Item Description	Unit
672'	Standard Galv. Pipe	3/4"
210'	XH BLK. BUTT WELD PIPE P.E. A-120	3/4"
78	Standard Galv. Unions # 7765	3/4"
37	STD GALV MALL ELLS	3/4"
40	" " " " " " " "	3/4"
85	" " " " " " " "	3/4"
52	" " " " " " " "	3/4"
24	STD GALV NIPPLES	3/4" x 2"
16	" " " " " " " "	2 1/2"
64	" " " " " " " "	X 4"
6	STD C. I. BUSHINGS	3/4" x 3/8"
6	" " " " " " " "	3/4" x 1/2"
6	" " " " " " " "	3/4"
1	WALW 225-P GLOBE VALVES	3/4"
18	STD C. I. PIPE PLUGS	3/4"
30	CONDUIT STRAPS	3/4"
3	WALW FIG # 3 125 BRZ GATE VALVE	3/4"
14	LUNK FIG 2125 " " " "	3/4"
6	MALL IRON TEE SCREWED 300#	3/4"
18	" " " " " " " "	3/4"
	90° ELL SCREWED.	

3/4" Fulltime 3 Pipes.

1" FITTINGS & PIPE

777'	1"	STD GALV PIPE B.W. T&D
128'	1"	XxH SMLS PRESSURE TUBING 2.71"
709'	1"	Sch 80 A-83 SMLS PRESSURE TUBING 3.63"
142	1"	XH BLACK SMLS PRESSURE TUBING
40	1"	STD GALV MALL ELLS
30	1"	STD " " TEES
50	1"	STD GALV MALL 45° ELLS
24	1"	Walw 7765 STD GALV G I UNIONS
12	1"	3000# F.S. ELLS #430
12	1"	3000# F.S. ELLS #530
12	1"	XH SMLS BULL PLUGS
32	1"	FIG 600 WECO UNIONS
12	1x2	XH SMLS P. TUBE NIPPLES
12	1x4	"
12	1x6	"
12	1x8	"
14	1x AT	STD GALV NIPPLES
22	x 2	"
8	x 2 1/2	"
6	x 3	"
15	x 4	"
50	x 5	"
14	x 6	"
10	1"	3000# W.P. 2 WAY SWIVEL JOINT ^{CHICKSAN} FIG 20
150'	1"	BRAID RED SMOOTH HYDUTY WATER HOSE
3	1" x 8"	NOZZLES #107 - I.P.T.
10	1"	WALW #3 BRZ GATE VALVES
7	1" x 4"	L.P. HYDRAULIC NIPPLES
24	1" x 4"	XxH SMLS STL P.T. NIPPLES
1	1"	WALW FIG #1681 LUBE PLUG VALVE
30	1"	#50 HP 3000# CHICKSAN SWIVEL JOINTS
120	1"	45° STD B.M. ELLS
24	1"	90° " " "
2	1"	LUNK FIG 444 VALVES

1	1"	RELIEF VALVE SET FOR 200# AIR
1	1"	" " " " " 275# "
1/2	1" X 1/2"	STO HALF BUSHINGS
5	1"	3000# F.S. ELLS
3	1"	3000# F.S. 90° ELLS #430
1	1"	WALW F16205 BRZ GLOBE VALVE
1	1"	300# MALL IRON 90° ELL SCREWED
2	1"	150# " " " " " "
11	1" X 1/2"	STO GALV PIPE BUSHINGS C.I.
14	1"	MALL IRON 150# HALF TEE
6	1" X 3/4"	F.S. STOOL PIPE BUSHINGS #1430
2	1"	300# MALL IRON TEE SCREWED
8	1" X 2"	XH SMTS PIPE NIPPLE
2	1"	GROVE MODEL G8306-04 BRONZE REGULATOR w/ 1/2" INNER VALVE.
2	1"	TEXSTREAM MODEL 5550 BRONZE RELIEF VALVE FOR AIR SET TO 250#

1 1/4" FITTINGS & PIPE

420'	1 1/4"	STD GALV PIPE
63'	1 1/4"	X4 SMLS PRESSURE TUBING.
21'	1 1/4"	2.30# NATL BLACK LINE PIPE
3	1 1/4"	BM STD ELLS
1	1 1/4"	CAT SLV F. S. UNIONS
10	1 1/4"	STD GALV TEES
7	1 1/4"	STD C. I. GALV PLUGS
4	1 1/4" x AT	STD GALV PIPE NIPPLES
17	x 2 1/2	"
5	x 3	"
17	x 4	"
15	x 5	"
24	x 6	"
28	1 1/4"	45° GALV ELLS THREADED
2	1 1/4" x 3/8	STD GALV BUSHINGS.
1	1 1/4"	WALW FIG 34 300# BRZ GATE VALVE
18	1 1/4"	300# AAR Hvy MALL ELLS (7300)
3	1 1/4"	WALW FIG 225-P-BRZ-GLOBE VALVE
9	1 1/4"	WALW 7765 GALV 65 UNIONS.
3	1 1/4"	WALW #5 BRZ GATE VALVES
2	1 1/4"	LUNGS #2125 " " "
1	1 1/4"	WALW FIG 205 300# BRZ SE. GLOBE VALVE
4	1 1/4"	300# MALL IRON UNION WALW #7716
8	1 1/4"	150# 90° GALV ELL SCREWED
14	1 1/4"	" TEE " "
4	1 1/4"	" UNION " " #7685
4	1 1/4" x 1"	STD GALV PIPE BUSHING C. I.
14	1 1/4" x 1/2"	" " " " "
6	1 1/4" x 1/4"	" " " " "

1 1/2" Fitting & Pipe

2032
 1 1/2" STANDARD GALV B/W T&D PIPE
 556 1 1/2" 5080 SMKS PRESSURE TUBING

15 1 1/2 x 3/4 STD GALV C. I. BUSHINGS

48 1 1/2 x AT STD GALV PIPE NIPPLES

22 x 2

63 x 3/2

40 x 3

28 x 4

21 x 4 1/2

45 x 6

10 1 1/2"

25 1 1/2"

37 1 1/2 x 5

14 x 5 1/2

33 1 1/2 x 3 1/2

6 1 1/2 x 1

3 1 1/2

20 1 1/2

4 WALW F.H. 205 BRZ GLOBE VALVES

4 LULK " 409 "

18 1 1/2"

2 1 1/2"

2 1 1/2"

2 1 1/2"

2 1 1/2"

2 1 1/2"

31 1 1/2"

24 1 1/2"

8 1 1/2"

48 1 1/2"

20 1 1/2"

41 1 1/2"

2 1 1/2"

2 1 1/2"

VALVE SET FOR 12" (WATER)

VALVE SET FOR 75" (WATER)

TEXSTREAM MODEL 5500 RELIEF

2	$1\frac{1}{2}$	TEXSTREAM MODEL 55R0 BRONZE RELIEF VALVE SET FOR 50# (DIESEL)
18	$1\frac{1}{2}$	300# MAL IRON 90° ELL SCREWED
18	$1\frac{1}{2} \times 4$	STD SMLS GALV NIPPLES
4	$1\frac{1}{2} \times 1$	AAR HY MALL BELL REDUCERS
36	$1\frac{1}{2}$ "	300# MAL IRON TEE SCREWED
3	$1\frac{1}{2}$ "	300# MAL " UNION SCREWED #7716
1	$1\frac{1}{2} \times 1$	F.S. PIPE BUSHING W.S. #1430
12	$1\frac{1}{2} \times \frac{3}{4}$	F.S. " " " "
134	$1\frac{1}{2}$ "	MALL IRON 150# 90° ELL SCREWED
43	$1\frac{1}{2}$ "	" " " TEE "
74	$1\frac{1}{2}$ "	" " " GALV UNION #7685
2	$1\frac{1}{2} \times 1$	STD GALV C. I. PIPE BUSHING
14	$1\frac{1}{2} \times 4$ "	SMLS GALV PIPE NIPPLES.

2" Pipe & Fittings

310'		Sch 80 SMLS A-53 PIPE 5.03 [#]
588		STANDARD GALVANIZED B.W. T & D PIPE
12		2" WALW FIG 3 STD BRZ GATE VALVES
6		2" x 1 1/2 GALV BUSHINGS
16		2" x 10" XXH SMLS PIPE NIPPLES
23		2" WALW # 7765 STD G J GALV. UNIONS
10		2" 3000 [#] F.S. TEES # 530
7		2" 2000 [#] F.S. ELBS # 430
22		2" XXH SMLS BULL PLUGS
1		2" x 2" XXH SMLS P.T. NIPPLES
3		2" # 50 HP STEEL CHICKSAN SWIVEL JOINTS
4		2" x 4" L.E. HYDRAULIC NIPPLES
6		2" x 6" XXH SMLS STL NIPPLES
8		2" x 8" " " " "
7		2" x 5, 8" CERAMIC LINED MUD PUN NOZZLES
26		2" x AT STD GALV PIPE NIPPLES
35		x 2 1/2 "
24		x 3 "
24		x 4 "
24		x 5 "
24		x 6 "
30		2" 45° GALV ELBS THREADED
10		2" BLK API LINE PIPE COUPLINGS
12		2" 3000 [#] F.S. TEES # 530
12		2" x AT XXH SMLS PIPE NIPPLES
12		x 3 "
7		x 5 "
18		x 3 1/2 STD GALV NIPPLES
18		x 4 1/2 "
25		x 5 1/2 "
13		x 6" "
12		2" XXH BULL PLUGS
2		2" TYPE 55RO RELIEF VALVES SET TO 50 [#]
3		2" EDWARDS 6000 [#] S.E. MWD VALVES

Fig 3 WALK GATE VALVE	2"	30
Fig 602 WING UNION SCREWED 6000	2"	10
WALDOX-SITELMAN E830 F.S. (Gross \$3000)	2"	1
2" x 12" x 12 SMLS BLK PIPE NIPPLES	2"	1
THREE SHU NOV-SPIN MUD MIXING COUPLERS	2"	6
Fig 602 WING UNION SCREWED 6000	2"	10
FOR BLOWED AND ASSEMBLED FOR 2" LINE.		
TOWARDS FIG 3.28 SE MUD VALVES	2"	10

API GRB SMLS	166	3"	3"	See 80	STEEL PIPE RE. E. 13
					3" Flange & Pipe
	42'	3"	3"	1.0	NATL BLK BU LINE PIPE T&C
	4	3"	3"		WECO 602 WING UNION SCREWED 6000PSI
	2	3"	3"		TAYLOR FORGE 90° LR WELD ELLS XSTRONG
	2	3"	3"		WECO FIG 100 UNION SCREWED 1000PSI
	14	3"	3"		WALW. FIG 709 SAADLE WEDGE GATE VALVE
	4647	3"	3"		
	1	3"	3"		XH SMLS BLK PIPE NIPPLES
	1	3"	3"		45° XH SMLS WELD ELLS
	1	3"	3"		90° L.R. SC 160 WELD ELL
	2	3"	3"		STD GALV RED ELLS
	1	3" x 2"	3" x 2"		XH CR WELD SMLS SWAGE NIPPLE
	1	3"	3"		SC 160 WELDING TEE
	2	3"	3"		XH F.S. WELDING CONREDUCER
	4	3"	3"		SC 160 F.S. 90° LR WELD ELL
	1	3"	3"		AMERICAN LOW SWEST 45° WELD ELL
	69	3"	3"		150# STIPON FLANGES F&D RF w/Parts & Gaskets
	50'	3"	3"		THEIRMOID TYPE 350 WATER HOSE COUPLING w/KING NIPPLE
	84	3"	3"		WALW 719 F STD 183M FE. GATE VALVES
	4	3"	3"		STD GALV NIPPLES
	2	3"	3"		STD CONC WELD REDUCERS
	120	3"	3"		STAINLESS
	2	3"	3"		STD GALV REDUCING ELLS
	2	3"	3"		3000# F.S. COUPLERS
	2	3"	3"		XH SMLS PIPE NIPPLES
	2	3"	3"		XH SMLS SWAGE NIPPLE
	1	3"	3"		XH WELDING TEE
	12	3"	3"		STD LR 90° WELDING ELLS
	3-3"	3"	3"		FIG 118 DIC ANGLE VALVE
	1-3"	3"	3"		FIG 243 POWELL ANGLE VALVE
	7	3"	3"		EXTRA STNG 45° WELD ELLS
	10	3"	3"		45° SCREWED ELLS GALV.
	1	3" x 2"	3" x 2"		XH SWAGE NIPPLE
	1	3"	3"		SEE 300 SEE COMPANION PLAN R.F.
	5	3"	3"		LUNK 1124 183M FLANGE ANGLE VALVE

4" Fittings & Valves & Pipe.

235' 160	4"	Nat'l Sch 80 SMLS BLK PIPE
1296	4"	Nat'l Sch 40 SMLS BLK LINE PIPE
700'	4 1/2"	16.60" R2 P.F. DRILL PIPE
3A	4" x 12"	XH SMLS BLK PIPE NIPPLE
13 15	4"	WALW FIG 709 SADDLE WEDGE GATE VALVES
55	4"	WECO FIG 100 WING UNION S.E. 6000#
7 8	4"	TAYLOR FORGE WELDTees STD
68	4" x 4" x 3"	TAYLOR FORGE REDUCING WELD TEE & STRANG
4	4" x 2"	TAYLOR FORGE STD CONCEN. WELD REDUCER.
20 21	4" x 1 1/2"	TAYLOR FORGE STD " " "
12	4"	TAYLOR FORGE 90° LR WELD ELLS
4	4"	TAYLOR FORGE 45° LR WELD ELLS.
15 20	4"	WECO FIG 602 WING UNION S.E. 6000#
5 12	4" x 2"	TAYLOR FORGE EXTRA STRONG CONCEN. REDUCER ^{WELP.}
40	4" x 12"	LONG NIPPLES (LATHE CUT FROM 4 1/2" OD DRILL PIPE W/ 4" STD LINE PIPE THRO.)
10	4"	EDWARDS FIG 3128 MUDVALVE SCREWED EN 3000# WOG
2	4"	AMER. # 30399 STANDPIPE BOOTS NECK 160° WELD TYPE
1	4"	AMER. # 30387 LONG SWEEP TEE WELD TYPE
4	4"	AMER. # 30532 " " F.F. TEE " "
56	4"	TAYLOR FORGE 40° LR WELD ELL STD
25 42	4" x 12"	STD SMLS BLACK PIPE NIPPLES
4	4"	6000# FIG 303 YALE UNIONS
53 25	4"	150# SLIP ON FLANGES F&D RF
224	5/8" x 2 1/2"	STD MACH BOLTS w/ Hex NUTS
50'	4"	# P-5120 OIL SUCTION DISCHARGE HOSE C/W 1 PR 4" KING COMB. NIPPLES ^{STD BORN}
1	4"	150# F.S. WELD NECK FLANGE RFACE.
1	4"	XH WELD TEE
3	4"	WALW 6680-F STD F.E. CHECK VALVE ^{1 BOM}

36	4"	45° STD WELD ELBS
5	4"	Q.I. FLGD END TEES 125"
1	4"	Q.I. FLGD END CROSS
18	4"	90° LR STD WELD ELBS
2	4"	Flt 600 6000" WECO UNION
2	4" x 6"	XH SMLS NIPPLES
2	4" x 8"	XH "
42	4"	Flt 600 WECO UNIONS
4	4" x 6"	XH SMLS PIPE NIPPLES
14	4" x 12"	XH SMLS PIPE NIPPLES
2	4" x 2"	XH OIL WELL SWAGE NIPPLES
2	4" x 2"	XH " SMLS SWAGE NIPPLES
1	4" x 3"	XH CONCENT. WELD REDUCERS
4	4" x 12	XH SMLS PIPE NIPPLES
1	4"	Q.I.C. Flt 118 138M ANGLE VALVE
4	4" x 4" x 2" x 2"	3000# O.W.L. GULF CO F.S. CROSS
18	4" x 2"	TRIFLAD-O-LEIS STD.

2 5" STD 90° WELD ELBS.

6 5" x 10" STD B.P. NIPPLES

2- 5" TAYLOR FORGE 150° WELD NECK FLANGE R.F. BOLTED FOR STD PIPE

5" PIPE & FITTINGS
24' 5" A-53 1462 # API LINE PIPE

110' 6" Pipe & Fittings

110	6"	NAT'L Sch 80 SMLS BLK PIPE	R63 28.57#
47'	6"	Sch 80 A-53 BLK STL PIPE	P.E.E.B.
551'	6"	Sch 40 SMLS STL PIPE	GRADE B 19.18# A-53
167'	6"	BLK LAPWELD STEEL PIPE	18.17#
1	6" x 4"	TAYLOR FORGE XTRA STRONG CONCENTRIC WELD REDUCER.	
2	6"	TAYLOR FORGE WELDING CAP EXTRA STRONG	
10	6" x 5"	TAYLOR FORGE STD CONCENT. WELD	
50	6"	UNIVERSAL STYLE 1103 RING TYPE GASKETS FOR USE w/ 150# FLANGES	
3	6"	TAYLOR FORGE 90° L.R. WELD ELLS ^{EXTRA STRONG}	
30	6"	TAYLOR FORGE 90° L.R. WELD ELL STD.	
2	6"	" " 45° L.R. " " "	
19	6" x 6" x 3"	" " REDUCING TEE ^{WELD} XTRA STRONG	
6	6" x 6" x 4"	C. I. REDUCING TEES 125#	
1	6" x 4"	C. I. 90° REDUCING ELL	
10	6" x 5"	STD CONCENTRIC WELDING REDUCERS	
2	6" x 4"	" " " " "	
7	6"	WALW FIG 719-F GATE VALVES	
1	6"	STD WELDING CAP.	
2	6"	150# F.S. WELD NECK FLANGE R.F. STD BORE	
40	6"	150# F.S. SLIP ON FLANGES	
		BOLTS, NUTS & GASKETS AS REQUIRED FOR FLANGES.	
2	6"	125# C. I. FLANGED 90° ELLS	

8" Pipe & Fittings

21' 8" Sch 80 A-53 BW BK STEEL PIPE 32.40'
46' 8" Sch 80 SMLS BK PIPE 43.39' A-106

4 8" UNIV. STYLE 1118 RING TYPE GASKET

FOR USE W/150# FLANGES

5 8" TAYLOR FORGE 90° LR WELD BILLS
EXTRA STRONG.

1 8" TAYLOR " WELDING TEE EXTRA STRONG

1 8" X 8" X 6" REDUCING WELD TEE
EXTRA STRONG.

~~1 8" X 8" X 6" TAYLOR FORGE WELD TEE~~

1 8" X 6" " " " "

2 8" WALW 726 FLATE VALVE 0.5" BRONZE
MOUNTED, FLANGED, FLAT FACE

4 8" TAYLOR FORGE 150# WELD NECK
FLAT FACE

FLANGE BOARD FOR STD PIPE

2 8" XTRA STRONG 90° L.R. WELD ELB.

4 8" X 1 3/4" X 1 1/2" STYLE 110 ASS. FF. GASKETS

2 8" VICTAULIC COUPLINGS

50' 8" TYPE H-3400 O.S. RUBBER HOSE

W/2 PR 8" KING COMBINATION NIPPLES

2 8" GIC API LINE PIPE COUPLING.

1 8" X 16" X H SMLS PIPE NIPPLE.

1 2-8" STD 90° L.R. WELD ELB

4-8" 150# F.S. SCREWED COMBINATION FLANGE

4-8" X 6" NIPPLES

1-8" STD E-D BULL PLUG.

1 10" x 12" STD BLACK SMSS STEEL PIPE NIPPLE

2 10" WALK 719-F STD 18BM FLANGED
END GATE VALVES w/ GASKETS
BOLT, NUTS & FLANGES (SLIPON.)

10" Pipe & Fittings
41'-4" 10 3/4" NAT'L SMSS PIPE 34.24# (2A. 53 PE RS
32' 5 5/8" 32.30# H-410 RI SMSS ESG (RATHK. 1

12" Pipe & fittings.	61'	Sch 30 API GR B SMLS PIPE PEI3 D/R
	24'	NAT'L Sch 40 43.77# SMLS BLK LINE PIPE
		T & C R 1 A-53
2 - 12" x 10"		Sch. 40 ECCENTRIC WELD REDUCERS.
2 12" -		5716 38 REDUCER COUPLINGS w/ 1/4" x 7" MIDDLE RINGS w/PLAIN GASKET
2 12"		WALW 72CF, GATE VALVE, 0.5" H BRONZE MOUNTED, FLANGED, FLAT FACE W/ST
2 12"		Taylor Forge 150# WELD NECK FLANGE BORED FOR STD PIPE FIRST FACE.
2 12"		STD. Taylor Forge 45° L.R. WELD FLTS
4 12"		Sleeve (12 3/4" OD x 24" LGS, FOR 12" PIPE) C/W PLAIN GASKETS
2 12"		STD WELDING CAP.

Misc Fittings

MISCELLANEOUS FITTINGS & PARTS.

20	5"	UNIV STYLE 1103 RING GASKETS FOR USE W/ 150# FLNGS (GASKET 5" 10x 7 1/4" 00)
48	7/8 dia x 4 3/4"	LONGS ALLOY STEEL STUDS W/TWO C.P. HEX NUTS ON EACH STUD.
32	3/4" x 4 1/4"	" " " " " "
192	3/4" x 4"	DITTO.
8	2 1/2"	WALW F14 719 F 183M GATE VALVE
20	2 1/2"	150# FS SLIP ON FLANGES
80	5/8" x 2 1/4"	SR HD. MACH BOLTS W/HVY SF HEX NUTS.
40	2 1/2" x 7 x 1/16	# 1101 FULL FACE ASD GASKETS.
18	6 x 11 x 1/16	DITTO
24	4 x 9 x 1/16	DITTO
1	3/8 - 8	1011 ADAPTER MALE PIPE TO MALE SAE
100	1/4"	PLAIN COPPER TUBE
150	3/8"	" " "
3	1 1/4"	STD 3M ELLS
1	1 1/4"	STD CAT SLV FS UNION.
6	1/4 - 6	1011 ADAPTERS M PIPE TO M SAE.
24	3/8 T x 1/4 IPT	68-F CONNECTORS
15	1/4 T x 1/4 IPT	"
15	3/8 T x 1/4 IPT STD	• ELLS.
12	1/4 T x 1/4 IPT	ELLS
6	3/8" T x 3/8 TUBE	UNIONS. 42-F
7	3/8"	TUBENUTS STD . 41-F.
2	ASH CRAFT GAUGE, # 1279A	0-500 PS, 1/4" COMM.

Price Cont.

3 Anchor # 24M-24 PMB

16M-16 PMB

12M-12 ZMB

8M-10 ZMB

R175 - 24 MALE COUPLINGS

A177 - 24 FEMALE " SWIVEL

A-175-16

A-177-16

A-175-12

A-176-12

A-175-10

A-176-10

24 QU HOSE

16 QU HOSE

12 QU HOSE

10 QU HOSE

6 HOSE HYDRANTIC

6 QU ANCHOR HOSE

4M-4UF5

730-6 MALE COUPLINGS

6 QU HOSE

41F TUBE NUTS

COOPER TUBE .03 WALL

CONNECTORS

WESTINGHOUSE N1 READING VAPORS

STO 5ALV NIPPLS

"

"

STO C. I. BUSHINGS

3000# F.S. COUPLINGS

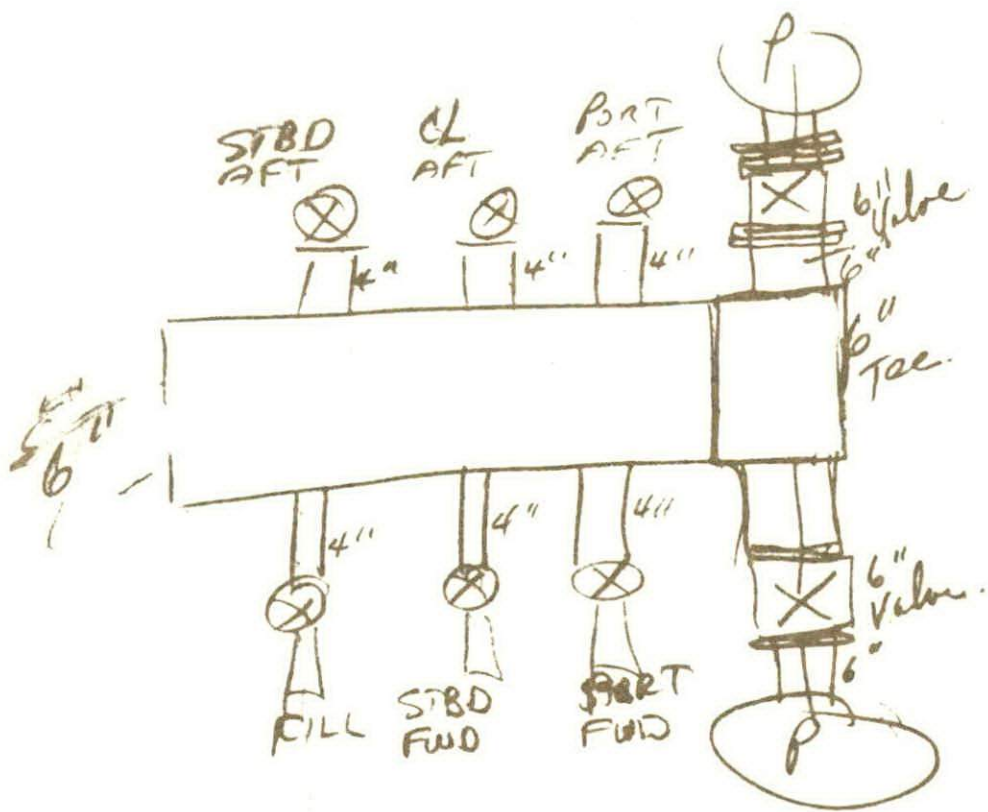
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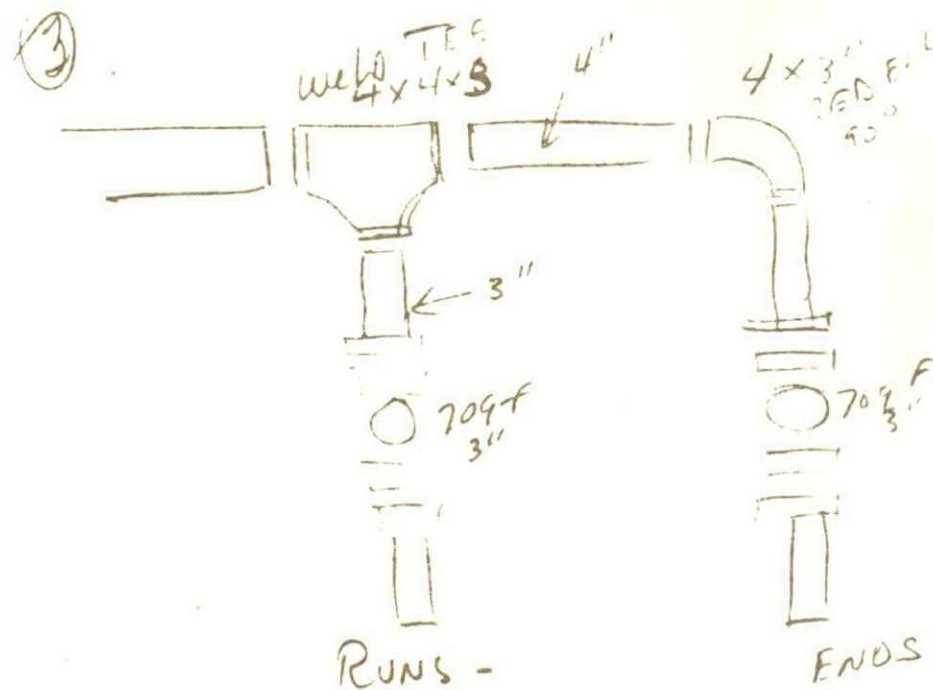
STO BM BALLS

12	3/8 x 2	STO SMLS Pressure Pipe Nipples
12	3/8 x 3	"
12	3/8 x 4	"
12	3/8 x 6	"
12	3/8 x 8	"
12	3/8 x 10	"
12	3/8 x 12	"
12	1/2 x 12	"
12	1/2 x 10	"
12	1/2 x 8	"
12	1/2 x 6	"
12	3/8 x 6	"
12	3/8 x 4	"
12	3/8 x 3	"
841	1/4"	Tic STD BLC PIPE # 42
100'	1/4"	#6 Anchor Hydraulic Hose
20	1/4"	MALE ANCHOR HOSE FITTINGS
20	1/4"	FEMALE " " SWIVELS
6	3/8"	300# BR2 ANGLE VALVES # 206
2	1/4" x CLOSE	XH SMLS NIPPLES
1	1/4"	# 222H CRANE NEEDLE VALVE
4	1/4" x 1/4"	69-F ELLS
50'	3/8"	Copper TURNING
20	1/2" x 3/8" CI.	48-F HALF UNION
20	3/8"	41-F NUT
2	3/8" x 3"	STO GALV RITE NIPPLES
2	3/8"	STO GALV ELLS
1	1/4"	3000# F.S. TEE
12	1/4"	3000# F.S. COUPLINGS
6	1/4"	TYPE 38 BRASS STEM SYPHONS
12	3/8"	450 STD GALV ELLS
12	3/8"	" " " 90°
8	3/8"	STO GALV TEES
4	3/8" x 1/2"	STO GALV BUSHINGS
2	1/4"	#58 WARM BLOOE VALVE

4	$\frac{3}{8} \times AT$	570 GALV NIPPLES
4	$\times 1\frac{1}{2}$	"
4	$\times 2$	"
4	$\times 2\frac{1}{2}$	"
4	$\times 3$	"
4	$\times 4$	"



~~6"~~ D.W. MANIFOLD -



D.W. SUC MANIFOLD

DRILL WATER SYSTEM FITTINGS DWG# 1425

17 4" WELD ELLS 90° LR. WALW # 5171
14 4" WELD TEE STD. " # 5173
10 4" x 4" x 3" REDUCING TEE WELDED " # 5174
8 4" WALW FIG 709-F SADDLE WEDGE GATE
VALVES R.F./F.E. C/W BOLTS NUTS GASKETS
& COMPANION FLANGES.
1 4" UNION, STD, WECO FIG 100
~~1 4" WELDED~~
6 4" x 3" REDUCING ELL 90° LR WALW # 5165

1 6" WELD TEE F.S. WALW # 5173
2 6" FIG 719-F 1BBM GATE VALVE C/W
BOLTS, NUTS, GASKETS & COMPANION FLANGES
6 6" x 4" WELD-O-LETS

16 3" VALVES, WALW FIG 709-F SADDLE WEDGE
GATE VALVE C/W BOLTS, NUTS, GASKETS
& COMPANION FLANGES.

PIPE ORDERED 7-~~26~~²⁷-56 REM. oilwell

$\frac{1}{2}$ "
20 ea. $\frac{1}{2}$ " x CLOSE TO 8" STD GALV NIPPLES
20 $\frac{1}{2}$ " x 12" X H SMLS NIPPLES
8 $\frac{1}{2}$ " VALVES, GATE. S. E. WALW # 3

TO STBD INBOARD AFT SUMP. ETC.

2" UNION WARE # 7762

2" GALV STD NIPPLE

3" x 1/2" THREELOCKET

3" X H SMLS.

2" STD GALV BRANCH ON 3" WELD RUM.

VOID SPACE BULK CONNECTIONS

1 1/2" STD GALV (FMS 2)
WALW #3

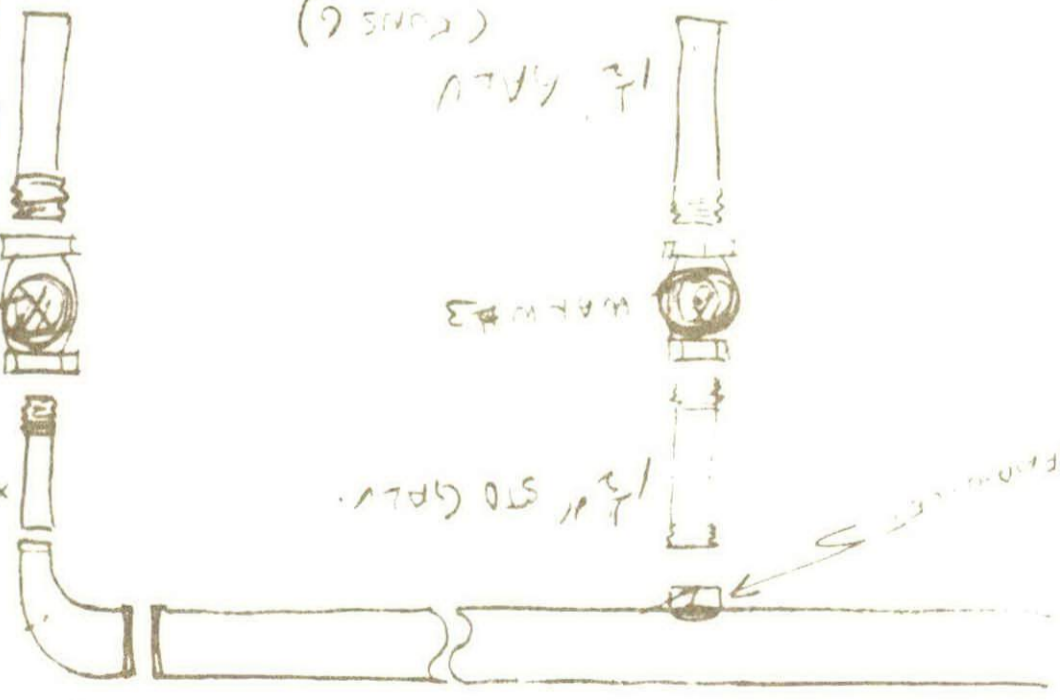
1 1/2" GALV (FMS 6)
WALW #3

1 1/2" X H SMLS NIPPLE

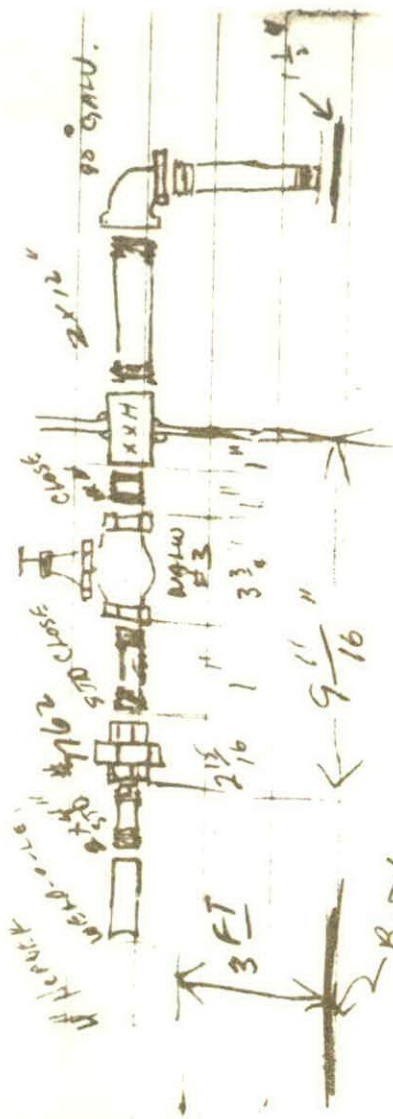
1 1/2" STD GALV.

3" x 1/2" THREELOCKET

90° WELD ALL BRANCHES
3" x 1/2" S165A



POTABLE
WATER
DIESEL
FUEL



Bottom of Conveyance

DIESEL

POTABLE

DIESEL FUEL & POTABLE WATER

DWG. # PN 1726

2	3	4"	VALVES WALW FIG 709-F C/W BOLTS NUTS, GASKETS & COMPANION FLANGES
1	1	4" x 4" x 3"	REDUCING TEE WELDED WALW #
	3	4"	TEE WELDED F.S. STD. WALW #
4	4	4"	WELD ELL 90° L.R. F.S. WALW # 5171A.
1	1	3"	WELD ELLS 90° S.R. WALW 5170A.
1	1	3"	WELD ELLS 90° L.R. WALW 5171A
1	1	3"	WELD TEE F.B./F.S. " 5173A.
2	2	3"	VALVES FIG 709-F WALW C/W BOLTS NUTS, GASKETS & COMPANION FLANGES.
11	10	2"	VALVES WALW # 3 BRONZE GATE STD.
11	10	2"	XXH COUPLINGS
11	10	2"	XXH CLOSE NIPPLES
11	10	2"	UNIONS WALW # 7762
8	10	2" x 12"	NIPPLES, STD. GALV.
11	10	2"	90° ELLS, STD GALVANIZED # 1501
11	10	2" x Close to 8"	STD GALV NIPPLES
11	10	4" x 2"	THREAD-O-LETS.

PIPE ORDERED 7-~~26~~²⁷ 56 REM - OILWELL

500'	2"	STD. GALV. PIPE
500'	2"	Sch 80 SMLS.
500'	4"	Sch 40 SMLS
700'	4 1/2"	16.60# R2 P.E. DRILL PIPE -
300'	4"	Sch 80 SMLS P.E.
300'	4"	Sch 40 SMLS
1000'	1"	STD GALV.
700'	3/4"	STD GALV.
300'	3/4"	XH 80 BUTT WELD PIPE P.E.
900'	1"	STD GALV. T&C.
200'	1"	XXH SCH. 160. SMLS.
800'	1"	Sch 80 SMLS.
500'	1 1/4"	STD GALV PIPE
100'	1 1/4"	XH SMLS. Pressure Test
1000'	1 1/2"	STD GALV PIPE.
500'	1 1/2"	Sch 80 SMLS.

... of well next ...
 ...
 ...

...
 ...
 ...

500'	2"	STD GALV PIPE T&C.	①
450'	3"	XH BK SMLS LINE PIPE P.E.	②
50'	3"	XXH BK SMLS LINE PIPE P.E.	③
150'	4"	Sch 40 BK SMLS LINE PIPE P.E. Sch 40	④
20'	6"	BK SMLS LINE PIPE P.E. B.W. Sch 40	⑤
50'	4"	XXH BK SMLS LINE PIPE P.E. B.W. Sch 160	⑥
100'	1 1/2"	STI GALV. T&C.	⑦

200
100
50

44

80'	12"	Sch. 40 Smks.
90'	12"	Sch. 30 SMLS. } 150 ± 40
32'	9 5/8"	Coq.
50'	10 3/4"	Smks Pipe. ✓
100'	8"	Sch 80
150'	6"	BLK. CAPWELD STEEL PIPE. ✓
500'	6"	Sch 40 Smks. ✓
150'	6"	Sch 80 Smks. ✓
40'	5"	A-53 14.62# Lida Pipe ✓

5" - 24'

NAFATA MATERIAL REQUISITION

2 - 8 gallon capacity electric hot water heaters w immersion heating elements and thermostatic controls.

Voltage 220V single phase, 60 cycle.

Heating element watts - 4000 1 element - 1500w

Current input 1 element - 2500w

General Electric Y-82-2 \$115.19 each

23 .30

3 - Vent fans - capacity 1500 CFM propeller type for side wall mounting.
1/12 H.P., 110 volts, single phase, 60 cycle, w/ starting switch.

1 - located Change Room lower deck.

2 - " Crew T & S.

Overall dimensions -

3 - Sets metal closure louvers for above.

3 - Vent fans capacity 2000 CFM propeller type for side wall mounting.
1/2 H.P., 110 volts, single phase, 60 cycle, w/ starting switch.

1 - located Cook's T & S

1 - " Company Men T & S

1 - " Lavatory upper deck.

Overall dimensions -

3 - Sets metal closure louvers for above.

Fans should be arranged for operation in any position.

Motors should be drip proof.

Electrical gear to be approved by USCG.

1 - Convection type horizontal unit heater 450 watts, w 3 heat switch,
220 volts, single phase, 60 cycle.

1 - located in lower deck change room.

G. E. # 2A376 G2 #639 \$57.50 each

2 - Ditto except 300 watts.

2 - located in Crew T & S.

2A375 G2 \$47.50 each

3 - Ditto except 2000 watts.

1 - located in Cook's T & S.

1 - " " Company Men T & S

1 - " " Lavatory upper deck

2A374 G2 \$38.50 each

22 - Double berths metal construction, box spring & 4" foam rubber pad,
sea rails.

Dimensions 36" x 88" inside of frames.

Two drawers under lower berth - Metal.

- 9 - Mirrors in wooden frames 12" wide x 16" long.
- 2 - Medicine cabinets, surface mounting, mirror front. ^{One}
One electrical receptacle. App dimensions 15 1/2 x 17 1/2 x 4 1/2.
Plastic wire hinge. Shelves in chest & in door.
- 1 - 7 1/2 ton air conditioning unit w/ condensing unit, hot water heating, & cooling coils, filters, fan, fan motor, fan drive, thermostat control.
Electrical characteristics 220v, 3 phase, 60 cycle
Lower deck.
- 1 - 10 ton Ditte
Upper deck.
- 1 - Hot water heating boiler, diesel oil burner, w/ Bell & Gossett circulating pump, safety controls & control for automatic operation.
- 1 - Walk in cooler - 6' x 10'6" x 7'3" fir filling, stainless steel covering inside & outside.
Fully automatic in operation.
Elec. characteristics. 3995.00
- 1 - Water cooler - capacity 10 GPH, stainless steel top 110v, single phase, 60 cycle.
To be equipped w/ bubbler & glass filler.
- 1 - 12 cu. ft. domestic refrigerator Philco, G.E.
110v, 60 cycle, single phase.
- 1 - Bestman ice maker 225# capacity
Elec. Char. 679.75
- 2 - 40 cup stainless steel coffee urns, electric powered.
- 1 - Six slice electric toaster.
- 1 - Wash block. 28" x 28" - steel legs.
- 1 - Elec. range, double oven, glass dimensions 36" x 72"
Elec. 220v, 3 phase, 60 cycle.
- 1 - Stainless steel top, galv. shelving, two sinks, two faucets, single outlet w/ drain connections & trap.
Sink racks & glass racks, stainless steel.
- 44 - General #4630 vapor proof berth lights, standard screw base.
- 10 - General #752 duplex stateroom receptacles.
- 32 - General #377 8" dia. ceiling fixtures for 100 w. standard screw base light.
- 20 - General #279 duplex grounded receptacles.

40 - Single free standing lockers 18" x 24" x 72". One shelf above, hanging bar, clothes hooks, standard opening, w/ key locks.

Combinations as follows:

1	=	Six	group	-	lower	deck	drill	crew
1	=	Four	"	-	"	"	"	"
1	=	Two	"	-	"	"	"	"
1	=	Four	"	-	"	"	"	maintenance men.
3	=	Two	"	-	"	"	"	cooks.
1	=	Ten	"	-	"	"	"	Third party.
1	=	Three	"	-	"	"	"	"
1	=	Two	"	-	"	"	"	mechanics.
2	=	Two	"	-	Upper	deck	company	men.
1	=	Two	"	-	"	"	"	office.

18 - Straight chairs leatherette seats & backs.
Distributed through quarters.

10 - Ditto -
Recreation Hall.

3 - Arm chairs (Captain Chairs) leatherette seats & backs.
Pushers room.

14 - ~~Separate~~ metal chairs.
Mess hall.

2 - Metal book shelf - wall mounting - two shelves - 3' long.

2 - SeHees - 3 person capacity vinyl plastic upholstery.

1 - 48" diameter table formica top (removable), pipe legs. 2½".
Recreation Room.

2 - 30" x 48" tables formica top, pipe legs - 2½".
Company men's rooms upper deck.

1 - 4 drawer green metal file cabinet w/ lock.

2 - Metal desks full size w/ desk chairs.

1 - 48" x 144" table formica top, pipe legs - 2½".
Mess table.

1 - 36" x 72" two tiered table stainless top & shelf. Steel pipe legs.

8 - Water closets - vitreous china, sloan flush valve, equipped for salt water service, black hard rubber, open front, self raising closet seat, no covers.

7 - Shower sets - ball joint shower head, adjustable spray, 36" extension supply, hot & cold water faucets, fittings chrome plated.

12 - Lavatories 24" x 18", stepper & chain for waste, vitreous china, hot & cold water faucets w/ supply trim, single mixing outlet to lavatory.
S trap to be included.

- 20 - Corvair #951 switches.
- 8 - Corvair 606B vapor proof fixtures 100 watt std. cross base.
- 2 - Corvair #897 Double pole switch.
- 5 Corvair #1900 Desk lights.
- 11 - Corvair #1153 mirror lights w/ switch & receptacle.

Openings

- 19 - 13" portlights w/ insect screen & storm shutter.
- 3 - " " " " " & no storm shutter.
- 2 - 2'2" x 5'6" six dog W.T. doors.
- 17 - 1 3/8 x 2'6" x 6'8" two panel joiner doors.
- 9 - 1 3/8 x 2' x 6'8" " " " "
- 8 - 1 1/8 x 12" x 4'6" single panel doors. - Toilets.
- 1 - 1 3/8 x 2'6" x 6'8" one panel w/ deadlight - galley swing.
- 11 - Busco P-22 windows 2' - 7 1/2 x 3 1/2 x 1 1/2 w/ screens.
- 3 - " " " 2' - 3 1/2 x 3' x 1 1/2 "
- 2 - 1 1/8" screen doors for W.T. doors above.

Sheathing & Insulation

- 6000 sq. ft. - 2" plain fibreglass insulation.
- 6000 sq. ft. - 1" marinite - plain finish.
- 240 p.w. - 2" x 2" x 12' pine furring strips.

SYSTEM SPECIFICATIONS

FOR

MOBILE PLATFORM

(LE TOURNEAU)

- I. The Primary Power System shall be constructed in accordance with standards of good marine practice and shall consist of the following:
- II. All wiring used shall be marine cable insulated to operate continuously at a potential of 600 Volts A. C. unless otherwise specified hereinafter.
- III. Furnish and install wiring from two (2) owner-furnished 220/440 Volt A. C. Alternators to builder furnished main control and distribution panel. Main control and distribution panel plus any sub-panels are to be of the "dead front" type and equipped with all necessary switch gear and indicating instruments to assure proper operation of the electrical system. Make provisions for parallel operation of the alternators.
- IV. Furnish and install all wiring from main control and distribution panel to the following power consuming devices.
 - A. BUG BLOWERS (Two)
 1. (a) One (1) Explosion proof receptacle near the starboard forward derrick leg. Not to be attached to derrick proper but to housing outside of derrick.

IV. - Cont'd-

- (b) Permanent marine type wiring to be stopped and portable cable used and arranged to allow for skidding derrick aft 50 feet.
 - (c) Receptacle should be 3 conductor 4 pole type of size adequate to supply one (1) 3 H.P., 220 Volt A.C. 3 phase motor.
 - (d) 25 feet of size 2, 0, 0, 0, 18 portable cable from owner-furnished Bug Blower to receptacle (2) above with plug to fit (a) above attached.
4. (a) One (1) Explosion proof receptacle near the port after derrick leg as in IV, A, 1, (b) above.
- (b) Accomplish work as in IV, A, 1, (c), (d), above.
- B.
1. (a) Five (5) Vapor Proof 115 Volt A.C. receptacles near the starboard after derrick leg.
- (b) Three (3) of the five (above) to be switched at the nearest distribution panel. Remaining two to be energized independently of the three (above).
- (c) One (1) 115 Volt A.C. Receptacle near the forward starboard derrick leg.
- (d) Permanent marine type wiring to be stopped and portable cable used as in IV, A, 1, (b) above.

Electrical System

Mobile Platform

-3-

IV, - Cont'd-

2. (a) Four (4) 500 Watt explosion proof floodlights in cellar (Under derrick floor), one at each derrick substructure leg aimed toward center of cellar.
- (b) Permanent marine type wiring to be stopped and portable cable used as in IV, A 1 (b) above.
3. (a) Four (4) weathertight (Crouse-Hinds Type ADE 14 or equal) 500 watt flood lights.
- (b) Two of four (above) to be mounted permanently on each outboard forward roof of quarters building aimed to light pipe rack area.
- (c) Remaining two of four (5 (a)) to be mounted near after derrick legs aimed to light pipe rack area. Wiring on these two to be accomplished under conditions specified in IV, A, 1 (b) above.
4. Two (Crouse-Hinds ADE-12 or equal) 250 watt weather-tight floodlights -
 - (a) One each mounted near forward derrick legs aimed to light port and starboard forward areas.
 - (b) Wiring to be accomplished under conditions specified in IV A, 1 (b) above.
5. Two (2) Crouse-Hinds ADE 14 or equal, 500 Watt weathertight floodlights.
 - (a) One each mounted on port and starboard elevating housing forward aimed to light port and starboard overboard areas. Refer to DWG # PN 137.

- V. Furnish and install necessary wiring and devices to supply power to quarters building shown in DWG # PN 137 as follows:
- A.
 1. One 330 Volt A.C. 3 phase to 115 Volt A.C. 3 phase transformer bank consisting of three (3) transformers rated at 15 KVA to serve quarters and barge 115 Volt 60 cycle single phase 60 cycle requirements.
 2. Cable run /s from distribution panel (Main) to quarters adequate to supply approximately 12000 Watts 115 Volts 60 cycle power.
 3. Cable run /s from main distribution panel to quarters building to supply approximately 86000 watts, 220 Volt three (3) phase 60 cycle power.
- VI. FURNISH AND INSTALL ALL WIRING FOR OWNER-FURNISHED MOTOR CONTROLS AND MOTORS NECESSARY TO ACCOMPLISH THE PROPER FUNCTIONING OF THE FOLLOWING:
- A.
 1. Two (2) Raw water pumps 50 HP, 220 Volt, 3 phase, each to be located in the starboard forward spud structure on an adjustable platform capable of approximately 75 feet of vertical travel. Refer to DWG. #PN 137, etc.
 2. Two (2) drilling water pumps 20 HP, 220 Volt, 3 phase, each located as shown in DWG # PN-140.
 3. Two (2) Diesel Fuel Pumps 2 HP, 220 Volts, 3 phase each located as shown in DWG #PN -140.

VI. - Cont'd--

4. Two (2) potable water pumps 2 HP, 220 Volt, 3 phase each located as shown on DWG #PN-140.
5. One (1) Sanitary Water Pump 2 H. P., 220 Volt, 3 phase as shown in DWG #PN-140.
6. Two (2) Bilge Pumps 5 H. P., 220 Volt, 3 phase each to be located as shown in DWG #PN-140.
7. Three (3) Mud Agitators 15 H. P., 220 Volt A. C. 3 phase each located as shown in DWG #PN-140. Installation of agitators and push botton stations in active mud area shall be explosion proof, - Motor controllers shall be installed in adjacent non-explosive area inboard.
8. Two (2) Air Compressors 15 H. P. 220 Volt, 3 phase each located as shown in DWG # PN-140.
9. One (1) Shale Shaker, 3 H. P., 220 Volt, 3 phase as shown in DWG #PN-137.
10. One (1) Mud Mixer, 5 H. P., 220 Volt, 3 phase, located as shown in DWG #PN-140.
11. One (1) Welding Machine, 20 H. P., 220 Volt, 3 phase, located as shown in DWG # PN-140.

VII. FURNISH AND INSTALL VENTILATION FANS TO BE POWERED BY 220 VOLT , 3 PHASE MOTORS. SYSTEM TO CHANGE AIR IN MAIN MACHINERY AREA ONCE EVERY FIVE MINUT\$S. REFER TO DWG, # PN-140 NOTE GENERATER ROOM AND MUD TANK AREA. MUD TANK AREA VENT FAN INSTALLATION SHALL BE EXPLOSION PROOF.

VIII, FURNISH AND INSTALL NAVIGATION LIGHTING AS
PER U. S. C. G. REQUIREMENTS.

XIV, FURNISH AND INSTALL MAIN MACHINERY AREA LIGHTING
AND PORTABLE TOOL OUTLETS AS FOLLOWS:

- A. Refer to D&G #PN -140 and PN-107.
- B. Lighting fixtures shall be standard overhead marine type with reflector.
 - 1. Lighting intensity shall be one (1) one hundred watt incandescent lamp for every 100 square feet of floor space.
 - 2. Electric Lighting fixtures in the active mud area which consists of all the portside tank back to the Halliburton room shall be explosion proof.
- C. Portable Tool Receptacles of the duplex marine type usually specified in this type service placed as follows:
 - 1. Five (5) in main machinery room spaced so a 25' portable cord will cover entire area.
 - 2. One each in following spaces.
 - (a) Generator room
 - (b) Cementing Unit Compartment
 - (c) One in each of the three dry mud spaces.
 - 3. (TOP DECK)
 - (a) one each port and starboard forward side of quarters house.
 - (b) One each near each of the three main spud structures.

Zapata Off-Shore Company
Request for Quotation
March 16, 1955

QUARTERS - Lower Deck

4 MAINTENANCE MEN OR CHANGE RM. (Corner)

- 2 Benches, shelf around room with suitable hooks and hangers (No lockers)
- 1 Vent fan and unit heater

6 DRILLING CREW (Corner)

- 3 Double Berths
- 6 Lockers
- 2 Chairs
- 6 Berth Lights
- 2 Overhead Lights - 100 W each - 1 switch
- 2 Double Rec'p. - between berths

6 DRILLING CREW

- 3 Double Berths
- 6 Lockers
- 2 Chairs
- 6 Berth Lights
- 2 Overhead Lights - 100 W each
- 2 Double Recp.

4 MAINTENANCE MEN

- 2 Double Berths
- 4 Lockers
- 2 Chairs
- 2 Overhead Lights - 100W each
- 1 Double Recp.
- 4 Berth Lights

LINEN CLOSET

- 1 Overhead Light
- 1 Set Shelves all around 18" W x 18" Spacing

COOKS T & S

- 1 Water Closet
- 1 Shower 30 x 30 or larger
- 2 Lavatories 24"
- 2 Mirrors
- 2 Soap Trays and/or shelves
- 2 Mirror Lights c/w recepticals
- 1 Overhead Light - 100W
- Miscellaneous Hooks & Towel Racks
- Vent Fan & Unit Heater

Zapata Off-Shore Company
Request for Quotation
March 16, 1955

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QUARTERS- Lower Deck- contd.

6 - COOKS ROOM

3 Double Berths
6 Lockers
2 Chairs
6 Berth Lights
2 Overhead Lights - 100W
2 Double Recp. - Between berths

10 - 3rd PARTY

5 Double Berths
10 Lockers
2 Chairs
10 Berth Lights
2 Overhead Lights - 100W
2 Double Recp.

2 MECHANICS

1 Double Berth
2 Lockers
2 Chairs
1 Desk
2 Berth Lights
1 Desk Light - 100W
1 Overhead Light - 100W
1 Double Recp.

CREW T & S

6 Lavatories 24"
4 Water Closets
4 Shower heads
6 Mirrors
2 Overhead Lights - 100W
6 Mirror Lights c/c Recp.
Miscellaneous Hooks, Towel racks, etc.
Vent Fans
Unit Heaters

Zapata Off-Shore Company
Request for Quotation
March 16, 1955

QUARTERS - Upper Deck

4 Company Men - Fwd

2 Double Berths
1 Table 30 x 48
2 Chairs
1 Lavatory 24"
1 Medicine Chest w/ Recp.
1 Mirror Light
4 Berth Lights
2 Overhead Lights = 100W
1 Desk Light
2 Recp. Double
1 Closet Light
Miscellaneous Hooks & Towel racks

4 COMPANY MEN - Aft

2 Double Berths
1 Table 30 x 48
4 Lockers
2 Chairs
1 Lavatory = 24"
1 Medicine Chest
1 Mirror Light w/Recp.
4 Berth Lights
2 Overhead Lights
1 Desk Light
Miscellaneous Hooks & Towel racks

COMPANY MEN T & S

1 Water Closet
1 Shower
Miscellaneous Hooks & Towel racks
Vent Fan
Unit Heater

RECREATION HALL

3 Overhead Lights 150 - 200W each
2 Double Recp.
2 Settees 6'
2 Tables 48" Dia.
10 Chairs

LAVATORY

1 Water Closet
1 Lavatory 24"
1 Mirror
1 Mirror Light
1 Overhead Light
1 Vent Fan
1 Unit Heater

Zapata Off-Shore Company
Request for Quotation
March 16, 1955

QUARTERS - Upper Deck, Contd.

PUSHERS' ROOM

- 1 Double Berth
- 1 Desk
- 1 Book Shelf
- 3 Chairs
- 1 Overhead Light - 200W
- 1 Desk Light
- 1 Double Recp.
- 1 Berth Light
- Miscellaneous Hooks & Towel racks

PUSHERS' T & S

- 1 Water Closet
- 1 Lavatory 24"
- 1 Shower
- 1 Medicine Cabinet
- 1 Mirror Light w/ Recp.
- Miscellaneous Hooks, Towel racks, etc.
- Unit Heater
- Vent Fan

OFFICE

- 1 Full Length Table
- 1 4- Drawer Legal File Cabinet
- 4 Chairs
- 1 Bookshelf
- 2 Desk Lights
- 1 Overhead Light - 200 W
- 6 Double Recp., for Radios

MACHINERY ROOM

- 1 Air Conditioner, complete
- 1 Heating System, for quarters
- 1 Hot Water Heating System
- 1 Refrigeration Equipment for freezer and chill boxes

DRY STORES

Suitable shelving for the storage of canned goods, etc.

Zapata Off-Shore Company
Request for Quotation
March 16, 1955



UPPER DECK - contd.

WALK-IN REFER BOXES

- 1 Freezer Box, Approximately 6' long x 5' wide (Outside dimensions)
- 1 Chill Box, Approximately 6' long x 6' wide (Outside dimensions)

MESS HALL

- 1 Table, Formica Top, Approximately 4' wide x 12' long
- 14 Chairs
- 1 Drinking Water cooler
- 1 Serving Dresser
- 1 12 cubic ft. Refer (Night Box)
- 1 Ice Maker
- 2 40 Cup Coffee Urns
- 1 6-Slice Toaster
- 3-4 Overhead Lights

GALLEY

- 1 Meat Block
- 1 2 Tier Table, Stainless or hard wood top
- 1 Range, 36" x 72" Upper cooking surface, 2 ovens
- 1 Overboard Garbage chute
- 1 Stainless steel topped dresser, including 2 large sinks. Lower cabinet to be of galvanized sheet.
Dish and glass racks of stainless steel overhead
- 3-4 Overhead Lights
- 6 Double recp.

*draft
not final*

THIS AGREEMENT made this _____ day of June, 1956,
by and between R. G. LeTOURNEAU, INC., a California corporation, with its principal office and place of business in Longview, Texas, hereinafter referred to as "LeTourneau", and ZAPATA OFF-SHORE COMPANY, a Delaware corporation, with its principal office and place of business in Houston, Texas, hereinafter referred to as "Zapata";

W I T N E S S E T H:

I. AGREEMENT IN SEVERAL PARTS

This agreement shall consist of the body hereof and the several exhibits and annexes attached hereto and made a part hereof as referred to in the body hereof. Such exhibits and annexes may be attached hereto from time to time in several phases. Except where it is specifically provided to the contrary, the terms of the body hereof shall be deemed incorporated by reference in and need not be attached to the exhibits and annexes hereto.

II. PURPOSE OF AGREEMENT

LeTourneau has heretofore created a design for a mobile offshore drilling platform, and has constructed

the first platform of such design to completion and has sold it to Zapata under the terms of an agreement dated November 11, 1954. Such platform has been commissioned by Zapata as the "Scorpion" and has been placed in service by Zapata in the offshore area of the Gulf of Mexico for the drilling of oil and gas wells. This type of platform is known and generally referred to as a "LeTourneau platform". Under the terms of such agreement, referred to above, Zapata acquired from LeTourneau certain option and first refusal rights with respect to additional LeTourneau platforms, for the period and subject to the terms and provisions set forth in such agreement. LeTourneau and Zapata have now agreed that LeTourneau will construct a second such LeTourneau platform. LeTourneau has made certain modifications and changes in the design of such second platform as set forth herein, and will, upon satisfactory completion and subject to the terms and provisions hereof, sell the same to Zapata. In addition to furnishing the design and construction of the modified platform, LeTourneau has also agreed to purchase and install the drilling equipment and to perform the installation of the crew quarters and certain other work, as specified herein, in order to fully construct and equip the platform for drilling opera-

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tions. The platform so to be designed and constructed to completion by LeTourneau under the terms and provisions of this agreement is hereinafter sometimes referred to as the "platform".

III. DESCRIPTION OF THE PLATFORM

A general description of the platform is contained in Annex 1, hereto attached, and the platform is further described herein and in other annexes and exhibits hereto. Zapata intends to employ the platform, upon its satisfactory completion and purchase, as a mobile offshore drilling platform in the Gulf of Mexico, and other marine areas. The platform is to be designed and constructed by LeTourneau so that it will be capable of being towed at open sea in a seaworthy condition without capsizing or foundering, of being placed upon location for drilling operations, of then lowering its spuds or legs to the ocean floor and of raising its platform to minimum operating heights above the water level, and, upon such placement for drilling operations, of being maintained in a stable drilling position during the course of drilling operations, and, finally, upon completion of such drilling operations, of raising its legs from the ocean floor,

after having lowered the platform to water level, and of being in position promptly and efficiently to undertake further drilling assignments. The legs shall be retractable and lowerable at a rate of not less than two feet per minute, and the platform is to be so designed to maintain a stable drilling position against, and to withstand, winds of up to 125 miles per hour and waves equal to the maximum recorded in the Gulf of Mexico over the past 25 years. *change*

IV. COMPLETION DATE

It is understood that LeTourneau will complete promptly its design, plan and specifications for the platform and that Zapata, upon request by LeTourneau, will furnish to LeTourneau such further requirements as may be necessary in connection with the erection and installation of the drilling rig, the related drilling equipment and drilling mud and other piping systems, all as referred to in paragraph V hereof and in Annex 2 hereto. LeTourneau agrees to construct the platform to completion in accordance with the provisions of this agreement by not later than February 1, 1957. If the platform has not been satisfactorily completed by such date, LeTourneau shall pay to Zapata, not as a penalty but as compensation for Zapata's

damages occasioned by such delay, the sum of One Thousand Dollars (\$1,000) per calendar day from February 1, 1957 until the platform shall have been completed, successfully tested and accepted as hereinafter provided. As an incentive to LeTourneau to encourage prompt completion of the platform, Zapata agrees to pay to LeTourneau One Thousand Dollars (\$1,000) per calendar day for each day from the date of such completion of the platform, if prior to February 1, 1957, to and including February 1, 1957. If, for any reason whatsoever, the platform is not satisfactorily completed and tested by July 1, 1957, Zapata shall be under no obligation whatsoever to purchase or to pay for the platform, and any and all sums which have been paid by Zapata to LeTourneau in connection therewith shall forthwith be refunded to Zapata, and Zapata shall have no further liability hereunder whatsoever.

V. DRILLING EQUIPMENT

There is or will be annexed hereto as Annex 2 a description of the drilling equipment and related piping and other systems, the crew quarters and storage facilities which are to be incorporated in the platform. Zapata has furnished or will furnish to LeTourneau its requirements

as to such equipment and will act as agent for LeTourneau in the purchase and payment for such of said equipment as is listed in Exhibit A to said Annex 2. Zapata, on request of LeTourneau, will advise with LeTourneau as to the placement and arrangement of such equipment and facilities on the platform, but it is expressly understood and agreed that LeTourneau, as the designer and constructor of the platform as a whole, shall have final authority and full responsibility for such placement and arrangement to the extent that it affects the seaworthiness and efficient operation of the platform.

VI. PRICE

In the event that Zapata elects, at the date of acceptance of the platform, to pay the cost thereof in cash, the total purchase price for the platform shall be the sum of Two Million Ninety-five Thousand Dollars (\$2,095,000), plus the further sum of _____ Dollars (\$ _____) for and in connection with the equipment and materials to be supplied and work to be performed by LeTourneau as set out in Annex 2 (except Exhibit A thereto) to this agreement. Such purchase price shall be payable as follows:

1. \$250,000 in cash at the date of execution of this agreement;
2. \$100,000 in cash on the first day of each and every month thereafter, commencing with August 1, 1956 until the platform shall have been completed; and
3. The balance upon acceptance of the platform by Zapata.

In addition to such purchase price, Zapata will also pay to or for the account of LeTourneau promptly when due the cost of any and all material, equipment and supplies to be purchased by Zapata as agent for LeTourneau as set out in Exhibit A to said Annex 2.

At the option of Zapata, exercisable at or prior to the date of acceptance of the platform, Zapata may pay part of the cost of the platform, as hereinafter set out, in cash and execute and deliver to LeTourneau its promissory note for the balance of such purchase price at the date of such acceptance, such note to be dated the date of acceptance, to bear interest at the rate of six per centum (6%) per annum, to be payable in equal monthly installments of principal and interest (commencing on the first day of the first calendar month succeeding the first full thirty (30) day period following execution of the note) designed to amortize the principal amount thereof and interest

thereon as aforesaid over the period of 36 months from date, and to be secured by a preferred ship mortgage covering the platform. It is understood that such preferred ship mortgage may be a joint mortgage equally and ratably securing, also, the holder or holders of any other indebtedness owing to the supplier or suppliers of the drilling rig or other drilling equipment installed on the platform and forming a part thereof, such indebtedness not to exceed, however, in the aggregate, the sum of _____ Dollars (\$_____). Such joint mortgage shall be in the form or substantially in the form of the joint mortgage now existing and covering the Scorpion.

In the event Zapata elects not to pay the full purchase price in cash, as set out above, the purchase price for the platform shall be the sum of Two Million One Hundred Eighty Thousand Dollars (\$2,180,000) plus the further sum of _____ Dollars (\$_____) with respect to the work set out in Annex 2 (except Exhibit A thereto) to this agreement, as aforesaid. Such purchase price shall be payable as follows:

1. The sum of \$250,000, in cash, at the date of execution of this agreement;

2. The sum of \$100,000, in cash, each month thereafter, commencing on the first day of August, 1956, until the aggregate of the sums paid upon the purchase price, as set out above, shall equal 50% of the sum of \$2,180,000 and 75% of such further sum of \$ _____; and
3. The balance of such purchase price to be evidenced by the promissory note as hereinabove set out.

In addition, Zapata shall pay, as aforesaid, the cost of the material, equipment and supplies purchased by Zapata as agent for LeTourneau as set out in Exhibit A to said Annex 2.

VII. PLACE OF CONSTRUCTION,
DELIVERY AND TESTING

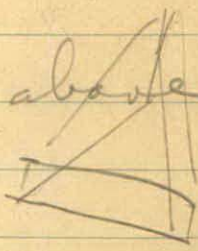
The platform will be constructed by LeTourneau at its Vicksburg works, Vicksburg, Mississippi. Promptly upon completion of the platform, LeTourneau will give Zapata notice in writing of such completion and of its intention to conduct tests of the platform at a date, time and place to be specified in such notice. The testing will take place in the Mississippi River at or near Vicksburg in water of not less than 20 feet in depth. Testing shall consist of lowering the spuds or legs of the platform to the bottom of the River at such minimum depth and elevating the platform, fully loaded to 5,000,000

changing this

5,000,000 raising
6,000,000 static

pounds exclusive of the platform, to its maximum height above the water. The platform shall then be left in such position for not less than 24 hours, after which the platform will be lowered into the water and the spuds retracted. The testing will be performed a second time as soon as practicable thereafter in the same manner as specified above. Zapata shall have the right to have its representatives present during the testing of the platform and shall be entitled to all information obtained in connection with such testing. Promptly after the completion of such test, LeTourneau shall notify Zapata in writing of the completion and results of the tests. If the tests are not satisfactory or disclose any defect in the design or construction of the platform, LeTourneau shall forthwith take steps to remedy the same and, when such remedial work has been performed, the tests will be made again in the same manner as specified above. If the second tests are unsatisfactory or disclose any such defect in design or construction of the platform, Zapata shall be entitled to terminate this agreement and to the return of any and all sums paid by it towards the construction of the platform. If the tests are satisfactory and no defect in the design or construction of the platform is indicated or

Pg 10 line 2

above the water. At this point the load shall be increased to 6,000,000 lbs and the platform shall then be left in such position for not less than 24 hours, after which the load will be decreased to 5,000,000 lbs and the platform lowered into the water and the spuds retracted. The 5 and 6 million lb. loads described above are to be exclusive of the 

structural weight of the platform
and the quarters but inclusive of
all ~~the~~ drilling machinery and
variable loads such as pipe, mud,
liquids, etc.

shown thereby, Zapata shall be obligated forthwith to accept the platform and to complete the purchase thereof.

The making and conduct of such tests by LeTourneau and any inspections or examinations of the platform made by Zapata and acceptance of the platform by Zapata thereafter, shall not operate to relieve LeTourneau of its responsibility for the quality of materials supplied by LeTourneau and its workmanship, which shall be first-class, it being understood that if any defects of any kind, whether in workmanship or material, should subsequently be discovered, LeTourneau shall promptly, at its own expense, remedy the same (excepting, however, normal wear and depreciation); and, notwithstanding the foregoing or any other provision of this agreement, LeTourneau shall also continue to be responsible for the design of the platform, and its soundness and efficient operation when used in accordance with instructions with respect to such operations to be furnished by LeTourneau in writing to Zapata at or prior to the delivery of the platform. Notwithstanding the foregoing, it is expressly understood and agreed that LeTourneau shall not be responsible for the satisfactory operation of the drilling rig and drilling equipment except for defective design in the placement or arrangement

of the same or failure to install the same in a good and workmanlike manner.

The platform, after successful completion and testing, and payment for the same, as above set out, shall be delivered to Zapata in the Mississippi River at Vicksburg, Mississippi.

VIII. PATENTS

LeTourneau agrees to defend all claims and suits and to indemnify and save Zapata harmless from and against loss or expense growing out of any infringement or alleged infringement of any U. S. patent in respect to the design, construction or use of the platform. Zapata agrees to give LeTourneau immediate notice by telegram and letter of any such claim or suit which may be filed or existing against Zapata, and LeTourneau agrees to give Zapata like notice of any suit or proceeding which it might institute against third parties with respect to offshore drilling platforms or equipment. Provided, nevertheless, that LeTourneau shall have no liability with respect to any claim or suit with respect to infringement or alleged infringement of any U. S. patent in respect to the drilling rig, drilling equipment, crew quarters and other construction to be performed by LeTourneau as set out in Annex 2.

IX. ADDITIONAL PLATFORM

Zapata is hereby granted the option, exercisable at any time within the six (6) weeks period commencing with the date of this agreement, to purchase from LeTourneau an additional LeTourneau platform, substantially the same in all material respects as the platform covered hereby, at a cash price of \$1,795,000, plus the further sum of \$ _____ to cover the class of items specified in Annex 2 (except Exhibit A thereto) of this agreement, and plus, also, the obligation of Zapata to pay for the items of the class specified in said Exhibit A. If Zapata elects to purchase such additional platform, it shall notify LeTourneau, in writing, of such election, and the parties shall forthwith prepare and execute an agreement with respect to the construction and purchase of such platform, such agreement to be substantially in the form of this agreement, with such changes, omissions and additions as may be necessary or appropriate, or as may be mutually agreed upon. Such agreement shall provide that the platform covered thereby shall be constructed to completion, satisfactorily tested and accepted within eleven (11) months from the date of the notice of election to purchase the same, or that, failing such completion, Zapata may terminate the agreement

and be entitled to the return of any and all sums paid by it in connection with such platform.

Nothing contained in this paragraph or in this agreement shall in any manner affect, curtail or limit the purchase option and first refusal rights obtained by Zapata under the terms of the agreement dated November 11, 1954 between the parties hereto relating to the construction of the Scorpion, which rights shall and do continue in full force and effect as provided in said agreement.

X. GENERAL

1. LeTourneau agrees to permit Zapata personnel and consultants to be present at the construction of the platform at all reasonable times, and to give such personnel and consultants free access thereto. Mr. Hoyt S. Taylor will serve as coordinator for Zapata in connection with the work, and Mr. _____ will serve as coordinator for the work for and on behalf of LeTourneau, and any and all questions or requests for and in connection with the work shall be referred to such persons. Any changes, additions, modifications or substitutions shall be cleared through such persons. LeTourneau will provide adequate protected storage space for any and all of Zapata's equip-

ment and supplies which may be delivered to LeTourneau's Vicksburg works for and in connection with the platform.

2. It is expressly understood and agreed that time is of the essence in connection with the performance of this agreement, whether expressly so stated herein or not, and that any and all time limits, notice periods, or other references to performance or other action within a specified period shall be strictly enforced.

3. Although it is understood that Zapata is relying herein upon the superior knowledge and skill of LeTourneau in connection with the design and construction of the platform, it is likewise understood that Zapata is not relying on any superior knowledge or skill of LeTourneau in connection with the operation of the drilling rig and drilling equipment. This agreement contains the entire agreement between the parties and there are no other agreements, written or verbal, between the parties. No waiver or modification or change of this agreement shall be deemed to have been made unless expressed in writing and signed by the persons sought to be charged.

4. In the event of any conflict between the provisions of the body of this agreement and the provisions of any exhibits or annex attached hereto, the body of this

agreement shall govern and shall be deemed controlling for all purposes.

5. LeTourneau agrees to hold Zapata harmless from and to indemnify it against any loss, expense, claim or demand and to defend at its own expense any and all suits or actions for:

- (1) injury to or death of LeTourneau's employees or of any of LeTourneau's subcontractors and damage to or loss of LeTourneau's property in any way arising out of or connected with the performance of this agreement; and
- (11) injury to or death of third persons, and damage to or loss of property of Zapata and of third persons in any way arising out of or connected with the performance of this agreement.

6. Nothing herein contained shall be construed to constitute the parties hereto as members of a partnership, association, trust or joint venture.

7. It is understood and agreed that no additional cost for any work to be done is to be incurred without the same having been agreed to in writing, stipulating the amount of money involved and whether or not any change in the contract date of delivery or other modification is involved. Any item omitted from the plans and/or specifications and necessary for the completion to the general standard of the contract requirements for safe and

successful operation shall be supplied and installed complete by LeTourneau without extra cost.

8. The platform shall be documented and ad-measured by the Bureau of Customs. Although the platform will not be inspected or certified as to structure by the Coast Guard, their regulations shall be followed for safety devices as required by the specifications, or as required by the Coast Guard.

9. LeTourneau shall deliver the platform free and clear of any claim or encumbrance except those as stipulated and agreed to in this agreement. LeTourneau shall pay and bear the expense of all taxes (including sales taxes) and assessments, if any, which may be levied or assessed upon the platform or any of its component parts.

10. In the performance of its obligations hereunder, LeTourneau shall comply with all applicable laws, rules or regulations, of governmental authority having jurisdiction.

11. This agreement shall be construed in accordance with the laws of the State of Texas.

12. Notwithstanding any other provision hereof, Zapata shall have the right, at its election, to terminate this agreement and to take title to the construction work,

materials and equipment then on hand, for disposition as it may see fit, upon payment to LeTourneau of the purchase price hereinafter specified, should any one or more of the following events occur, to-wit:

- (a) There shall be imposed upon vessels or equipment of the same use, nature or classification as the platform, or there shall be imposed upon drilling operations generally offshore the United States, laws, regulations or restrictions by governmental authorities having jurisdiction, which in the judgment of Zapata, reasonably exercised, makes use of the platform in the manner contemplated by this agreement impossible or impractical; or
- (b) There shall occur and shall be continuing a state of war or national emergency or other war condition which in the judgment of Zapata, reasonably exercised, will materially and adversely limit or curtail the use of the platform for offshore drilling operations as presently contemplated.

In either such event, and should Zapata elect to exercise its said option and give notice to LeTourneau in writing of the exercise of such option, LeTourneau shall immediately cease all work under this agreement (except as may be specifically otherwise requested by Zapata), and, except as aforesaid, take immediate action to the extent of its ability to do so without liability to cancel all outstanding

Jack Klinger's

OFFICE OUTFITTERS

407 W. WALL

PH. MU 2-7780 & MU 4-4252

*preliminary papers
LET contracts
to
July 7 1965*

AUTHORIZED SALES and SERVICE

MARCHANT CALCULATORS

UNDERWOOD TYPEWRITERS

EDISON DICTATING MACHINES

SUNDSTRAND ADDING MACHINES

OFFICE FURNITURE AND SUPPLIES

LIST OF
OWNER - FURNISHED EQUIPMENT

JUNE 16, 1956

1. Draw works, Oil well 96, c/w Control Panel
2. Compound, 4 Engine two pump
3. 4 Drilling Engines
4. 2 Mud Pumps, 818-P Oilwell
5. 1 Mud Mixing Pump, 214 P Oilwell
6. Catworks, 52T Oilwell
7. Catworks Engine
8. Rotary Table, 26-HD Oilwell
9. Brantly Feed Control
10. Shale Shaker, # 4860 "Rumba" Hutchinson Mfg. Co.
C/W two 3 HP explosion proof motors & controllers.
11. 140' x 30' Derrick, Lee C. Moore Corp., Erected.
12. 30' x 10' Substructure, Lee C. Moore Corp., Erected,-
C/W Floor sills, engine shed, hand rail & stairs.
13. Weight Indicator, Martin Decker Type.
14. Wire Line Anchor, National Type E
15. Back-up Post, BEMCO
16. Drill Line, 1-3/8" 6x19 IWRC Wire Line
17. Measuring Reel, Halliburton # 805221, C/W Air motor
18. Drill Pipe & Drill Collars
19. Mud Agitators, 4 "Lightin" top entering agitators, C/W
15 HP explosion proof motors, controllers & push buttons.
20. Mud Mixer, "Lightin" Flash mixer, C/W 5 HP explosion
proof motor, controller & push button.
21. 2 - Raw Water Pumps, Stewart & Stevenson, vertical turbine,
75' of 8" O. D. column C/W 50 HP motor & controller.

22. 2- Drill Water Pumps, Stewart & Stevenson, vertical turbine, 6' of 6" O.D. column C/W 25 HP motor.
23. 2- Diesel Fuel Pumps, Viking model ZKK C/W 2 HP Motor & Controller
24. 2- Potable Water Pumps, Westco model BR-525, C/W 3 HP motor, controller, 220 gal. pressure tank.
25. 1- Sanitary Water Pump, Westco model BR-525, C/W 3 HP motor, controller, 220 gal. pressure tank.
26. 2- Bilge Pumps, Viking model ZKK, C/W 2 HP motor & controller.
27. 2- Air Compressors, Westinghouse Model 5 YCB-19 C/W 15 HP Motor & controller.
28. 2- Air storage tanks, 15' x 30" O.D., 250 psi working pressure, ASME code.
29. Blowout Preventer Closing Unit, Koomey Model 822 HD C/W Model ss-80-3 R power package.
30. 2 - Tool & Work Bench, Owen type A & type B
31. Welder, General Electric 6 WR-30-B D.C, rectifier welder.
32. Alemite Pressure Lubrication System
33. Schlumberger Electric Logging Unit
34. Mud Lab, Baroid
35. De-Gasser, SWACO
36. Cementing Unit, Halliburton
37. Mud Lab sink & cabinet
38. Auxilliary Diesel engine for Air Compressor, GMC 2-71

ZAPATA OFF-SHORE COMPANY

GENERAL SPECIFICATIONS FOR MOBILE
DRILLING PLATFORM

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VI	Builder Furnished Equipment
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XI	Piping
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XIII	Fire Extinguishing System
XIV	Life Saving Appliances

June 15, 1956

GENERAL SPECIFICATIONS FOR
MOBILE DRILLING PLATFORM
JUNE 15, 1956

- I. The intent of these specifications is to insure the co-ordination between the owner and the builder so that an efficient off-shore mobile drilling platform, complete with the drilling rig and related equipment may be constructed. It is not the intent of the owner to dictate the structural design, but only to set out the conditions and machinery arrangements necessary to the drilling of deep wells in the Gulf of Mexico.
- II. Structural Requirements:
1. The structure is to be designed to withstand hurricane wind and wave forces based on a 25 year probability.
 2. The lifting capacity of this platform is to be sufficient to lift its own weight plus the weight of a deep drilling rig and the related equipment including the living quarters. The fixed weight of this equipment will be approximately 1600 kips and the variable load will be approximately 5000 kips. Therefore, the total load to be supported shall be 6000 kips exclusive of the platform structure and quarters, with a reasonable margin of safety. The lifting capacity of the platform is to be 5000 kips exclusive of the structure and quarters.
 3. The raising speed of this platform complete with a 5000 lifting load shall be as near to one foot per minute as practicable.
 4. The structure is to have legs of such length that when the platform is raised to its maximum height the legs will extend 122.5' below the lowest wave obstruction on the platform.
 5. The bearing of the spuds on the bottom shall not exceed that of the "Scorpion" (3400 lbs. per square feet) and

shall be less if possible. The spud can at the bottom of each leg shall have a volume proportional to those on the "Scorpion" (31,000 cu. ft. each). The spud cans shall be fitted with sea chests, valves, reach rods, dewatering device, suction breaking jets, and other fittings necessary to operate the spuds properly.

6. The platform shall be thoroughly load tested with respect to raising, supporting, and lowering, before final acceptance by the owner.
7. The owners representative shall have free access to all calculations and data in connection with Section II of this specification.

III. Owners Inspections and Approvals:

1. The builder shall furnish to the owner's representative three prints of each drawing. The owner's representative shall approve all of the builder's prints previous to actual fabrication of material. In the event the owner has not approved said prints, the owner shall not be held responsible for any changes made to accommodate the owner's equipment. The builder will furnish to the owner at the completion of the contract one complete set of reproducible drawings of the mobile platform. There shall be installed in each of the three main support towers ladders and stairways which will provide access to the main structure from the water and also arranged so as to permit access to each of the three racks in each of the three towers. Stairway in aft spud only. All other vertical ladders shall be of the continuous side bar type in the interest of safety.
2. Builder shall provide owner with drawings and data concerning the center of gravity and center of buoyancy of the structure. The builder shall further advise owner

as to the location and size of ballast (drill water) tanks so the platform will trim properly when afloat.

3. The welding shall be of such quality as to meet the requirements of the (ABS, ASME, ASCI, American Welding Society). The builder will allow any representative of the owner to inspect the welding and require builder to chip out and reweld any weld that will not pass inspection.
4. All electrical wiring, switch gear, etc., shall meet with the codes of the USCG, for marine applications. These codes shall not be deviated from except by written permission from the owner's representative.
5. All tanks and compartments containing liquid storage shall be tested to $1\frac{1}{2}$ times their designed head pressures in the presence of the owners representative. Seams and welds that are to be watertight but can not be tested by pressure in the vessel must be hose tested with a pressure not less than 60 psi.

IV. Generators:

1. Builder will furnish and install sufficient generating capacity to raise the platform under maximum load conditions. There is also to be enough reserve or stand-by power to supply the ship's service (lighting, air conditioning vent fans, other aux. service) power while moving the platform with a maximum load.
2. The generator current shall be 3 phase, 60 cycle, 240 or 480 volts, and capable of being fed into standard A.C. electrical equipment.
3. Prime movers for the generator shall be 1200 rpm diesel engine of a make designated by the owner. (Probably D-397 series Caterpillar).

V. Paint:

1. The entire external surface of the structure shall be sand blasted to bare metal and a quality anti-corrosive paint or coating will be applied to a minimum thickness of eight mils. Interior of quarters, machinery spaces, etc., shall be wire brushed, primed and given two coats of color of the owners designation. Tanks and compartments containing water shall be coated with Texaco compound "L" or equal.

VI. Builder Furnished Equipment:

1. Builder will furnish and install three anchor windlass complete with fair leads. These winches should have a line pull of 50,000 lbs, with free spooling and breaking provisions, and a spooling capacity for 1200 feet of 1 1/4" wire line. The winches will be located on the structure in such a manner as to position the platform when moving on or off a well location. The two foreward winches should also be so positioned as to use them to skid the drilling derrick and substructure fore and aft.
2. Builder will furnish and install two full revolving whirley cranes, one port and one starboard on the platform in positions designated by the owner's representative. These whirleys shall have 80 foot booms and a capacity of 300 foot tons. The whirleys are to be fully rigged with new blocks, wire, and brakes upon acceptance of the platform by the owner.

VII. Builder Furnished Fabrication:

The builder will furnish the labor and material to install the following items:

1. The lower deck of the platform shall be at least 6' above the keel and the resulting double bottom will provide storage for the following liquids:

of weight material and 2000 sacks of cement. There bulk
3. Bulk mud hoppers will be constructed to contain 6000 sacks

vided to mud agitators and mixers.
alongside the upper edge of the tank and access pro-
side will be left open and walkway will be constructed
machinery and generator room. The dry mud storage
d. The active tanks will be bulkheaded off from the main
sand traps to the active tanks.

c. A large diameter (12") flow line will run from the
The bottom of this tank will be the lower deck.
the tank shall be divided into four equal compartments.
1400 BBLs. 30 foot wide, 10 foot high and 68 foot long.
b. Active and reserve tanks. Total capacity of 1200 to
of the slot. Capacity - 75 to 100 BBL. each.

a. Sand Traps. Two traps under the derrick at the edge
on Lefournau drawing HK 709 the plan would be as follows:
conform to the structure and machinery arrangement. Based
capacity. These tanks may vary to some extent in shape to
2. The active mud tanks will have approximately 1500 BBL. of

due to free surface action of the drill water.
so that there will be no serious effect on stability
form when afloat. Compartments shall also be arranged
be so compartmented as to facilitate trimming the plat-

c. Drilling Water - 5000 BBLs. The drill water tank shall
tank.

shall have no common bulkheads with the Diesel fuel

b. Potable water - 1000 BBLs. The potable water tank

then a void space shall separate the two.

the fuel to be adjacent to the potable water tank,
of the platform hull. However, if it is necessary for

pletely surrounded by drilling water or the exterior

a. Diesel fuel - 1000 BBLs. This tank should be com-

systems will be of the screw conveyor and bucket elevator type similar to that on the "Scorpion".

4. Approximately 1000 sq. ft. of floor area will be left open for sack material storage.
5. Provision will be made for a mud lab of at least 100 sq. ft. of floor area.
6. The main deck will have a pipe rack approximately 80' wide and 45' long with at least four main support rails to carry 800,000 lbs. of casing. These rails will be fitted with permanent outboard stanchions and removable inboard stanchions. A wood walk will be installed longitudinally down the center of the platform approximately 10' wide to slide pipe to and from the derrick floor.
7. A heliport of such size and capacity necessary to accommodate an S-55 Sikorsky helicopter will be constructed on top of the aft spud tower with means of access and safety devices included.

VIII. Quarters House:

The general structure of the quarters house shall be fire proof and insulated with a minimum of two (2) inches of Fiberglass insulating material on surfaces that are adjacent to non-air conditioned areas outside the hull structure as well as the inside the hull structure. The insulated bulkheads shall be sheathed with a fire proof wall board such as "Marinite" or equal. The floors are to be "Magnisite" or equal. The roof shall be pitched so as to afford proper drainage. The quarters shall have a floor area of not less than 5000 sq.ft. and shall be divided into the number of rooms shown below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>#ROOMS</u>	<u>#MEN</u>
1	Four man staterooms	3	12
2	Six man staterooms	2	12

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>#ROOMS</u>	<u>#MEN</u>
3	Galley, Pantry & Walk-in Boxes	1	0
4	Mess Hall	1	0
5	Recreation room & Wash Room	1	0
6	Crew toilet & showers	1	0
7	Eight man cooks & T & S	1	8
8	Toolpusher & bath	1	1
9	Co. men & bath	1	4
10	Operator & bath	1	4
11	Ten man 3rd. party room	1	10
12	Change room	1	0
13	Machinery space	1	0
14	Office &/or control room	1	0
TOTALS		<u>17</u>	<u>51</u>

The quarters are to be furnished in accordance with the attached specifications which were used for the "Scorpion". Your attention is directed to the fact that the present proposal provides for more personnel than the "Scorpion" required. The sleeping rooms should provide for approximately 50 sq.ft. of floor space per man.

The entire quarters shall be provided with a central heating and cooling air conditioning system of proper capacity to assure comfort of personnel while unit is operating in the Gulf of Mexico.

IX. Owner Furnished Machinery:

The builder will furnish labor and material to fabricate foundations for owner furnished equipment. The builder will receive and warehouse the owners equipment as it is shipped to the builders plant.

The builder will install and align the owner furnished equipment under the direction of the owners representative.

Owner furnished equipment and the general type foundation is listed as follows:

<u>EQUIPMENT</u>	<u>FOUNDATION</u>
Derrick and substructure 300,000 lbs. dead weight	Four points for supporting a 1,400,000 lb. live load. Skid rails extending aft 32ft. to allow the derrick to clear the slot. Dressed weight of the derrick is 300,000 lbs.
Blowout preventers rack 6 QRC & 2 Hydrill Units 50,000 lbs.	Support for BOP's in area between quarters and pipe rack. Two racks with bolt-down.
Drill line - 22,000 lbs.	Rack for carrying 5500 ft. spool of 1 3/8" line.
Electric log - 25,000 lbs. 20' x 8'	Structure to support unit to be height of derrick floor (approximately 10')
Mud lab. 15,000 lbs.	No foundation (Deck load)
De Gasser - 5000 lbs.	Mount as directed
2 raw water pumps 12,000 lbs.	Two walls in spud tank with support for pumps on spud tower and main deck of platform. See attached drawing.
Derrick floor	1/2" plate over floor sills with 3" x 12" wood laid in pitch on the plate with floor drains and other openings as directed by owner.
Pipe ramp	Ramp of 1/2" plate approximately 15' by 8' suitably stiffened
Cellar floor & bridge across slot.	Galvanized grating, structural shapes, hand rails & wire line. Per Zapata dwg. 1 - 24.
Blowout preventers - Closing unit	No foundation - Bolt down to deck
Catworks & engine 40,000lbs.	No foundation-shim to level and bolt down
Rotary table	Shim and bolt down
Shale shaker	Bolt down
Dead line anchor 3 Back-up post	Bolt down on derrick floor " " " " "

EQUIPMENT

Halliburton measuring reel
500 lbs. 18" x 36"

Main drawworks, compound
Four main engines
2 Mud pumps
Feed control
Mud mix pump & engine

Cementing unit. 33,000 lbs.
11' x 26'

4 Mud agitators

Mud mixer

Chemical tank

Mud Lab. sink

2 Drillwater pumps
2 Diesel transfer pumps
2 Potable water pumps
2 Bilge pumps
2 Air compressor
1 Sanitary water pump

Pressure tanks for potable &
Sanitary water

2 Air receivers

1 Aux. engine for Air Com-
pressor

Welding machine

Lube Oil tank - 4 compartments
4' by 6" diam. x 9' long

Mud trough 20 sq.ft. cross section
Approximately 55' in length
with necessary sliding gates &
outlets

FOUNDATION

Fabricate light angle iron
structure approximately 3'
high to support.

Set align, and bolt down
major machinery or T beams
6" above the deck level and
rigidly supported by suffi-
cient under deck foundations

Set and bolt down to T beams

Install on foundation over
the center of each mud tank.

Fabricate mixing tank 4' x
4' x 6' and support mixer in
center.

Fabricate a dual chemical tank
approximately 30" x 36" x 36"
Capacity 120 gal. total.

No foundation

Bedplate mounted units
Mount from 6" to 12" above
deck.

Bolt or clamp down

Hang from overhead

Bolt down and align to one
compressor

Bolt down to foundation
raised 6" to 12" above deck.

Bolt or clamp to overhead

Install on mud tanks

X. Electrical System (Ship's Service)

1. The primary power system shall be constructed in accordance with standards of good marine practice and shall consist of the following:

- a. All wiring shall be marine cable insulated to operate at a potential of 600 volts A.C. unless otherwise specified hereinafter.
- b. Main control and distribution panel plus any sub-panels are to be of the "Dead Front" type equipped with all necessary switch gear and indicating instruments to assure proper operation of the electrical system. Provisions shall be made for parallel operation of all the generators.
- c. Builder will furnish to owner three sets of complete drawings to show actual installation as accomplished. Drawings will consist of elementary diagram of electrical systems, deck plans for lighting systems, deck plans for power systems and plans for builder furnished power and lighting panels. Drawings will show cable sizes and types, lighting fixtures and receptables and will include manufacture's name and catalog number and wattage of all lamps installed.
- d. Entire installation will be in a good marine job with cable of proper sizes and types for connected load and will be subject to the approval of owners at all times.
- e. Any corrections due to defective installation or material will be furnished by builder free of charge to owner.
- f. A switchboard will be furnished for each generator and will have included in its construction the following:
 - 1 - A.C. Volt meter
 - 1 - A.C. Ammeter
 - 1 - A.C. Watt meter
 - 1 - Pilot light
 - 1 - Main circuit breaker
 - 1 - Reverse Power Relay

- 1 - Synchronizing Switch
 - 1 - Voltage Regulator
 - 1 - Exciter Field Rheostat
 - 1 - Selector switch for transferring from automatic to manual regulation.
 - 1 - Set of ground detector lamps for each buss of different potential.
 - 1 - Set of Synchronizing lights
 - 1 - Synchroscope for each two generators
- g. Attached is a copy of specifications used on the "Scorpion". The connected loads are approximately the same as this requirement. Attention is directed to the fact that the lighting and power for the quarters house is not covered other than to show the amount of power required. The quarters house wiring should be of the same type and kind as specified herein and reference is made to the quarters house specification for quantity and duty of appliances. The voltage may change as well as items referred to as "owner-furnished", but the power requirements will remain approximately the same.
- h. All circuits and functional items of equipment shall be adequately identified to indicate clearly their use by means of white core black phenolic engraved name plates.
- i. An inter communication system will be furnished and installed by builder. The system shall be of the common talking - selective ringing sound powered type made by Huse - McCann or equal. The following stations will be furnished:
- (1) Driller position (rig floor)
 - (2) Control room-office

- (3) Generator room
- (4) Halliburton room
- (5) Main Machinery space

A Burgess Acousti-Booth model 602 or equal will be furnished and installed in the generator room and main machinery room if the noise level of the machinery is found to be detrimental to the system. Also, the high noise level areas shall have a loud alarm actuated by the ringing current through a relay of the Hose - McGinn DWG #26 or equal furnished and installed with the system.

- j. Builder will furnish and install a general alarm system for sounding the alarm in case of fire and emergency or abandon ship. This system shall conform to USCG regulations existing and to exist on and after July 1, 1956.

There shall be provided the following bells and contact makers among other component parts of the system.

1. One 8" bell in each hallway of each level of the quarters building.
2. One 8" bell in the main machinery room.
3. One 8" bell near the driller's position on the rig floor.
4. One contact maker at driller position on rig floor.
5. One contact maker in hallway nearest the main deck level in the quarters house.

k. A two-way FM radio set and a ship-shore AM radio set will be furnished by owner. Builder will install these by providing the following material.

- (1) One 120V 60 cycle single phase 30 amp circuit for ship-shore AM radio.
- (2) One 120V 60 cycle single phase 30 amp circuit for the two-way FM radio.
- (3) Openings in over head for antenna lead in passage as directed (Not to exceed five)

(4) Mounting brackets and necessary materials to mount the sets in place.

(5) Install owner furnished remote control sets in:

(a) Office

(b) Galley (2) one for operator's radio, one for Zapata radio.

(c) Toolpusher stateroom. Remote control can be accomplished using 6-conductor #18 or 20 size cable (Marine type)

(d) Miscellaneous junction boxes, hardware, labor, etc.

(e) Operator's stateroom

1. Aids to navigation devices shall be in compliance with USCG regulations for audible and visual aids to navigation. The following equipment or its equal will be furnished and installed by the builder.

1 - master lantern

2 - slave lanterns

1 - galvanized battery box

3 - galvanized lantern pedestal's

-10 - LeCarbone air depolarized cells

The master and two slave lanterns shall be placed one at each of the three outer extremities of the structure approximately four feet above the main deck.

The following fog horn equipment or equal shall be furnished and installed by the builder.

1. Quad set of model 355 Cunningham air horns w/4-way manifold.

2. One 3/4" horn manifold w/24 volt D.C. Solenoid valve and manual by-pass valve.

3. One 24 volt D.C. coded timer with 2 second blast and 18 seconds silence.

4. Fog horn to be mounted atop the quarters house and air from the service air system piped to it.

- N. Builder will furnish and install the necessary electrical items, labor and material to accomplish the installation of a bulk mud system specified elsewhere in these specifications.
- n. Builder will furnish and install a lighting system for the heliport specified elsewhere in these specifications. The system shall conform to accepted standards now utilized in heliports under the conditions the drilling unit will be operated.
- o. Builder will furnish and install marine type lights in each of the raising motor compartments so they may be lighted in the interests of safety.
- p. Builder will furnish and install a marine type duplex receptacle near the chemical mixing tank to supply 115 VAC single phase power to the chemical mixer.

XI. Piping:

The piping system shall consist of fundamentally the same characteristics as the "Scorpion". The builder will install all piping and equipment to be furnished by owner. The builder will furnish all reach rods as necessary. Pipe is to be rigidly supported by builder furnished metal hangers approximately every 6'.

All valves below machinery deck level such as bilge connections will be equipped with reach rods and water tight stuffing boxes at deck level. The following drawings are attached:

1-10 General arrangement of hoist and derrick

1-13 Diesel Fuel

1-14 Service Air

1-15 Potable and sanitary water

1-16 Drill Water

1-17 Mud Piping

1-18 Exhaust

1-19 Raw Water

1-20 Bilge Piping

All valves will be labeled showing clearly their functions and circuits. The labels shall be permanently fixed to the valve handle and be of stamped brass type.

Fluid compartments in double bottom make it desirable to locate auxiliary pumps in a coffer dam in the double bottom so the pumps can operate with flooded suction.

Machinery arrangement will vary but the requirements of the piping system will be the same as those in the "Scorpion".

Additional notes and specifications for piping drawings:

1-10 General arrangement of Hoist & Derrick

1-13 Diesel Fuel Piping

Contractor to furnish 4' O.D. x 8' - 750 gallon Diesel day tank complete with necessary outlets and mountings.

1-14 Service Air

Contractor to hang owner-furnished air receivers from overhead. Also, position and bolt down to clips owner-furnished bed plate mounted air compressors.

1-15 Potable and Sanitary Water

Contractor to position and bolt down owner-furnished pumps and pressure tanks. The sanitary pump suction is to be manifolded to the raw water system and the sea chest.

1-16 Drill Water

Inlet water to the main hoist brakes friction and hydromatic is to be piped up to the driller's console, control valves installed, then back down to the hoist.

1-17 Mud Piping

This drawing will scale and the high pressure discharge lines should conform to this print as nearly as possible.

Contractor is to build the jets from owner-furnished material.

1-18 Exhaust System

The three (3) Scorpion generator engines are installed and have their exhausts piped and installed.

An alternate exhaust system which would be more desirable if feasible is to pipe engine exhaust, raw water discharge, waste water from quarters, etc., into a common header, approximately 16" or 20" pipe, discharging overboard in some convenient location.

The catwork's engines are not shown on this print but will have stacks going straight up through the engines shed roof with the mufflers outside.

1-19 Raw Water

Overboard discharges should be 12 to 15 feet above the keel rather than as shown.

1-20 Bilge Piping

Contractor is to furnish labor and material to construct all sumps in the approximate positions shown.

Sumps to be approximately 30" x 30" x 24" and $\frac{1}{2}$ " plate.

XII. Platform Marine Fittings:

1. Platform shall be outfitted with towing bitts, pad eyes, and kevels of such number, size, and location to assure proper handling by tug boats under conditions that will occur during the act of moving the platform while afloat.
2. Provision will be made for tying up a river tow boat to the platform for the trip down the river.
3. Hand rails of galvanized pipe and such dimensions as meets safety codes shall be installed around the working deck of the platform, spud housings, top of quarters house, and any other place on the platform structure where there may be a hazard of falling.
4. All stairwells going below from the main deck shall be enclosed by a booby hatch fitted with a water tight door.

5. All hatches in the main deck shall be watertight and fitted with quick opening dogs and hinges.
6. LeTourneau's electric motors exposed to the elements by the opening of a hatch shall have a shield or guard installed over them.

XIII. Fire Extinguishing System:

Builder will furnish and install a fire extinguishing system which will completely satisfy the USCG rules and regulations, effective on and after July 1, 1956, as published in Federal Register Vol. 21, Number 27, Title 33, Chapter I, Subchapter N, Part 145. A copy of these rules is enclosed.

XIV. Life Saving Appliances:

Builder will furnish and install a complete and comprehensive life saving appliance system which will conform to USCG rules and regulations effective on and after July 1, 1956, Part 144, Sub-part 144.01, Section 144.01 - 1, 5, 10, 15, 20, 25, 30, and 35 will apply. These rules are contained in booklet enclosed for Section XIII.

RIDER

XI.

WARRANTY

LeTourneau warrants all material furnished by it and all workmanship performed by it in connection with the construction of the drilling platform to be free from defects, except that any material or machinery furnished by LeTourneau but not of its manufacture shall, in so far as workmanship and material (but not suitability or installation) are concerned, be warranted by LeTourneau only to the extent of the warranty received by LeTourneau from the supplier or manufacturer of said items. The work herein provided for shall be performed by LeTourneau in a good and workmanlike manner, and LeTourneau agrees to make its work and the materials procured or manufactured by it conform to the plans and specifications attached hereto. LeTourneau also warrants that the platform shall be free from mechanical defects or failure in its operation when used in accordance with the instructions for such operations to be furnished by LeTourneau to Zapata at the date of delivery thereof and in accordance with good operating practice. LeTourneau shall not be responsible for failure or defects that result from normal wear, exposure, abuse or from use contrary to prudent operating practice of personnel experienced and qualified with respect to marine drilling operations, or from operations

which are not in accordance with LeTourneau's said instructions to Zapata as to the use of the platform. In the performance of this warranty LeTourneau agrees that the repair, replacement or correction of such defects will be made by LeTourneau at its sole cost and expense except that, in the event it becomes necessary to make replacements, repairs or corrections which in LeTourneau's opinion can best be performed at Vicksburg, then Zapata shall pay towing costs to said point. However, LeTourneau agrees that Zapata may, at its option, require LeTourneau to submit a bona fide bid containing a fixed price at which LeTourneau will perform said repairs or replacements. Zapata shall then have ___ days in which to accept said bid or to arrange for said repairs or replacements elsewhere. In the latter event, LeTourneau shall reimburse Zapata or pay the amount of its said bid for such work, and Zapata shall be alone responsible for any excess in the cost thereof.

The obligations of LeTourneau herein contained shall extend for the period from the date of acceptance of the platform until the platform shall have performed six complete cycles (a move, fasten to the bottom, release from the bottom and a move in connection with the drilling of a well), plus such additional time as may be equal to the time taken to

make any such repairs or replacements under such obligations, provided, nevertheless, that such obligation shall not, in any event, extend beyond the period of one year from such date of acceptance of the platform, plus such additional period, if any, as may be necessary to make any such repairs or replacements pursuant to such obligation.

Off Shore

SPECIFICATION PREFACE TO ANNEX I AND II

TRIPOD OFFSHORE MOBILE DRILLING PLATFORM GENERAL

It is the intent of this specification to produce an Offshore Mobile Drilling Platform. Arrangement, construction, materials, details, and outfitting are to be in accordance with this specification and its reference diagrams and drawings. Construction, installation of machinery, and outfit shall be to the extent specified herein.

The platform shall consist of a barge roughly triangular in plan, equipped with three triangular spuds with cylindrical bearing tanks which can be lowered to the Gulf bottom and on which the platform can elevate itself above the Gulf water surface. Two deck extensions on one end of the barge will form a notch over which the drilling derrick will be installed.

Elevating and lowering the spuds and platform shall be accomplished by gears meshing with racks on the spuds. The gears shall be operated by electric motors taking power from Diesel-electric generators installed in the platform.

ASSUMED CRITERION:

Wind forces created by a maximum wind velocity of 125 M.P.H. Wave forces associated with storm waves of a maximum height of 40 feet above maximum sea level. Maximum wave force on two spuds simultaneously shall be assumed only on the two spuds flanking the drilling derrick. Other combinations of two spuds shall be protected from maximum wave forces by orientation of the platform in relation to the coast line. For operation on soil bottoms having a shear value of 0.25 tons per square foot or more and in waters of sufficient depth to prevent scouring of the bottom by wave action. Adequate penetration of the gulf bottom shall be obtained by "jetting" as necessary,

DIMENSIONS AND CAPACITIES

Length Over All (Not Including Drilling Platform ..	176'-2"
Width Over All	151'-9"
Depth of Hull	20'-0"
Length of Spuds	145'-0"
Racks C.L to C.L. of Rack Pitch Line	34'-03/4"
Diameter of Spud Tank	35'-4"
Height of 1 Spud Tank	32'-0"

Available for Drilling Equipment, Mud, Fuel, Water, Quarters, Piping, etc.	5,000,000 lbs.
Maximum Imposed Load, including Derrick, Available for Static Load for Above Line Pull.....	6,000,000 lbs.
Rate of Elevating on One Spud	24 in. per min.
Draft of Hull Fully Loaded	11'-6"
Draft with Appendages	14'-0"
Potable Water Capacity	1,000 Bbls.
Drilling Water Capacity	5,000 Bbls.
Diesel Oil Capacity	1,000 Bbls.
Active Mud Capacity	1,500 Bbls.
Dry Mud Capacity	10,000 Sacks

ZAPATA OFF-SHORE COMPANY
Inter-Office Correspondence

RECEIVED
SEP 24 1956

ZAPATA

TO: Wayne H. Dean

FROM: Russ Mosby

CC: George Bush & Hugh Liedtke

DATE: September 21, 1956

SUBJECT: Comments on the Elevating Motors on Scorpion & Drilling Platform #2.

The failures encountered to date in the operation of the Scorpion elevating motors have been due to the inadequate design and construction with particular emphasis on insulation technique in manufacture.

It has been learned that the manufacturer employs a one dip and one bake technique in the process of insulating the motors' fields.

The manufacturing standard for insulating technique in the industry is two dips in the insulating material and two bakes in oven for every motor and where the motor is to be used around sea water or corrosive locations it is standard procedure to provide at least two additional dips and bakes then totally enclose the motor.

The U.S.C.G defines a totally enclosed machine as follows:

110.15-175 (F) Totally enclosed machine.

A totally enclosed machine is one so enclosed as to prevent exchange of air between the inside and the outside of the case, but not sufficiently enclosed to be called air tight.

These standards are minimum standards for motors to be used in the service which we require. It is recommended that the motors on the Scorpion be re-processed and modified to the extent which will bring their characteristic up to at least the above standards. It is also recommended that the mobile drilling platform now under construction be furnished with elevating motors which will meet or surpass these standards and further that the Company not accept the unit unless these standards are met. This refers to insulating technique as well as enclosure.

JMK

Mr. Wayne H. Dean
September 21, 1956
Page Two

It is recommended that upon completion of the installing and wiring of the elevating system on the mobile drilling platform that measurements be made, recorded and made a part of the operation manual. These measurements will consist of the D.C. resistance of each main feeder through each phase when all motors in each of the three legs are connected. Also one D.C. resistance measurement of a single motor measuring all three phases will be made.

One insulation test by means of "Megger" instrument from each of the three main conductors of each of the three main feeders to ship's ground will be made, recorded and made a part of the operation manual. Also one insulation test of a single motor not prior used shall be made and noted.

This procedure should be followed in the correcting of the design failures in the Scorpion as is now in progress.

The motors to be placed in the mobile drilling platform now under construction should all be enclosed even though they are inside due to the presence of corrosive materials which contaminate the normally salt laden air in these spaces.

A handwritten signature in cursive script, appearing to read "RCM".

RCM:jv

June 15, 1956

Memo To: Baine P. Kerr

Subject: Contract with R. G. LeTourneau, Inc.

Zapata Off-Shore Company proposes to enter into a contract with R. G. LeTourneau, Inc. under which LeTourneau will construct a mobile drilling platform. Would you please make up a draft of a suggested contract which we can use. The following general comments and data will apply:

1. Purchaser - Zapata Off-Shore Company
2. Seller - R. G. LeTourneau, Inc. a California corporation.
3. Place of construction - Vicksburgh, Mississippi
4. Time to build - 7 months from date of contract with penalty clause (see below). Construction will include the building of the platform and the installation of all piping, crew quarters, drilling machinery, electrical work, etc.
5. Penalty Clause - \$1,000 per day for every day after 7 months. Zapata will pay LeTourneau \$1,000 per day for every day sooner than seven months.
6. Delivery - the platform will be delivered to Zapata, fully tested in the Mississippi River at Vicksburgh.
7. Testing - The platform will be tested, fully loaded (raise a load of 5 million pounds not counting platform.) It should be tested on a level bottom in water deeper than 20'. Use same general testing as in first contract. Tests must be acceptable to buyer, written notice given before test. Written notice to effect that LeTourneau believes test satisfactory.
8. Guarantee - we should have some standard guarantee provisions. They will correct errors of design at their expense for period of two years, etc. (We should discuss this a lot - perhaps in this draft we can merely state we will want certain guarantees.)

9. Price - draw contract to show straight cash deal price _____ (leave blank in draft.) It will be 2,095,000 plus an estimated 200,000 in extras, crew quarters, piping, electrical, etc.
10. Builder - furnished material - and Buyer furnished material. We will have long detailed lists of such material to be attached as Exhibits. (In this regard I have asked this Houston office to give you as much of this as we have available currently).
11. Terms - \$250,000 at time contract is signed. \$100,000 due every 30 days thereafter. Balance due upon completion and acceptance of platform. (Let's us discuss this before drafting.)
12. Patents - LeTourneau holds us harmless
13. Insurance - customary provisions.
14. Drilling equipment - we will deliver all drilling equipment and buyer furnished supplies to LeTourneau plant at Vicksburgh. LeTourneau will provide adequate protected storage space for equipment and supplies.
15. Coordination of work - Mr. Hoyt Taylor for Company. Mr. _____ for LeTourneau. All questions will be referred to these two men, etc. Changes should be cleared through these two men.
16. Mortgages - LeTourneau will be willing to execute joint ship mortgages on joint mortgages where necessary. (If we don't go to a cash deal LeTourneau must agree to promptly negotiate and execute joint mortgage.)
17. All Zapata people or Zapata's consultants will be given access to construction area at all times.
18. Plans and specifications - provided by LeTourneau.
19. Inspection, etc. - see specs from Houston office.

George H. W. Bush

Point to be discussed with LeTourneau in connection with new Scorpion:

1. Time to construct - penalty clause.
2. Guarantee and testing - spell out details
3. Detail of items to be furnished by LeTourneau:
 - (a) stairs, mufflers, rails, mud pits, ladders, skid rails, bulk mud, etc.
 - (b) what cycle motors
 - (c) what type engines
4. Install machinery at Vicksburgh
 - (a) access for Oilwell and Reagan men
 - (b) use of cranes and facilities
 - (c) storage yard for our equipment
 - (d) watchman
5. Method of launching
6. Willingness to sign joint mortgage - who prepares it and where it is to be approved as to form.
7. Date payments to start - 60 days following first of month following acceptance.
8. Coast Guard on A.B.S. requirements
9. Patents
10. Guarantee it can be towed down river.

RECEIVED
MAY 31 1956

ZAPATA

May 29, 1956

Mr. Wayne H. Dean
Zapata Off-Shore Co.
409 City National Bank Bldg.
Houston 2, Texas

Attached is a later print, our drawing No. HK-709, which reflects approximately the same diameter footings as were on the Scorpion for approximately the same loading. Also, I am enclosing a sheet indicating dimensions and assuming you will be supplying capacities shown on the bottom of the sheet.

ant

R. L. LeTOURNEAU - Vice President

Enclosures:

Print HK-709

Dimensions & Capacities 5-29-56

cc: George Bush ✓

DIMENSIONS AND CAPACITIES

LETOURNEAU TRIPOD OFFSHORE MOBILE DRILLING PLATFORM

Length of Barge Hull on C. L.	170'-6"
Length Including Drilling Platform	196'-6"
Width Over All	154'-0"
Depth of Hull	20'-0"
Length of Spuds	145'-0"
Racks C. L. to C. L.	30'-6"
Diameter of Spud Tank	35'-4"
Available for Drilling Equipment, etc.	5,000,000 lbs.
Rate of Elevating on One Spud	14 In. Per Min.
Draft of Hull Fully Loaded	11'-6"
Draft with Appendages	Bbls.
Potable Water Capacity	Bbls.
Drilling Water Capacity	Bbls.
Diesel Oil Capacity	Bbls.
Active Mud Capacity	Bbls.
Dry Mud Capacity	Sacks

NOTICE

"This vessel is covered by a First Preferred Mortgage to R. G. LeTourneau, Inc., Longview, Texas (whose interest in which mortgage was assigned by instrument under date of December 20, 1956, to The Trustees of Princeton University), and Oil Well Supply Division, United States Steel Corporation, Dallas, Texas. Under the terms of said Mortgage neither the Owner, Zapata Off-Shore Company, nor the Master of this vessel has any right, power or authority to create, incur or permit to be imposed upon this Vessel any liens whatsoever other than for crews' wages, wages of stevedores or salvage."

ZAPATA OFF SHORE COMPANY
HOUSTON, TEXAS

COLLECTOR OF CUSTOMS

Houston
~~GALVESTON~~, TEXAS

DEAR SIR: SCORPION OFFICIAL NO. 271075

It is requested that two (2) alternate master's be approved for the Barge SCORPION This vessel is employed in offshore operations in the gulf of Mexico

The master and crew of the Barge SCORPION have a work schedule of seven (7) days aboard and seven (7) days ashore, this work program, plus sickness and any additional necessary time off make it imperative that ~~an~~ alternate master's be designated so that the subject vessel might be completely maned at a ll times by duly authorized personal.

ZAPATA OFFSHORE COMPANY


Wayne H. Dean, ~~Authorized~~ Auth, Agent

Galveston, Texas
March 22, 1956

In accordance with the above request and as provided in Section 3.24(c) of the Customs Regulations, authority is hereby granted to endorse two (2) alternate masters on the barge SCORPION, official number 271075, in addition to the regular master. This approval was granted by Mr. August E. Fretwell, Customs Marine Officer (Gen.) Houston, Texas, by telephone at 11:30 A.M., March 22, 1956.

CHARLES J. WALKER SR., Collector
By: 
Russell J. Zoel
Customs Marine Officer

CERTIFICATE OF PAYMENT OF TONNAGE TAX¹
 TREASURY DEPARTMENT
 BUREAU OF CUSTOMS

No 829830

Port of KEY WEST, FLA., 1959

I hereby certify that on this date BAHAMA CALIFORNIA OIL CO

AGENTS of the A.M. DRILLING BARRE SCORPION
(Master, agent, or owner) (Name of payor)
(Flag, rig, and name of vessel)

paid TONNAGE TAX at 2 cents per ton, on 2164 net tons,

amounting to \$43.28 dollars. This payment was made on entry of the vessel

from CAY SAL, BAHAMAS, on 4-9, 1959 and was

the FIRST payment made during tonnage year beginning 4-9, 1959

SCHEDULE OF PAYMENTS MADE DURING THE TONNAGE YEAR

Payment	DATE OF ENTRY	NET TONS	RATE	AMOUNT	PORT OF ENTRY
First					
Second					
Third					
Fourth					
Fifth					

H. J. SPANHEIM
 ASST. COLLECTOR OF CUSTOMS

By: [Signature]

¹ To be made in triplicate. Original to be given to payor, duplicate transmitted with accounts, and triplicate retained in customhouse. (Seal) Deputy Collector of Customs.

SHOW THIS CERTIFICATE WHENEVER VESSEL ENTERS TO AVOID OVERPAYMENT

The following table indicates the rates of tonnage tax to which the several classes of vessels are liable:

CLASSES OF VESSELS	RATE PER NET TON		
	Regular tax ¹	Special tax	Light money
Vessels of the United States:			
1. Under provisional register, without regard to citizenship of officers	\$0.02 or \$0.06		
2. All others:			
(i) If all the officers are citizens	.02 or .06		
(ii) If any officer is not a citizen	.02 or .06	² \$0.50	³ \$0.50
Undocumented vessels which are owned by citizens: ⁴	.02 or .06	.50	⁴ .50
Vessels of Philippine registry, owned by citizens of the Philippine Islands			
Foreign vessels:			
1. Of nations whose vessels are exempted from special tax or light money	.02 or .06		
2. Entering from a foreign port or place where vessels of the United States are not ordinarily permitted to enter and trade	.02 or .06	⁵ 2.00	⁵ .50
3. All others:			
(i) Built in the United States	.02 or .06	.30	.50
(ii) Not built in the United States	.02 or .06	.50	.50

EXCERPT FROM CUSTOMS REGULATIONS OF 1943

4.24 *Application for refund of tonnage tax.*—(a) Each application for refund of tonnage tax or light money shall be in duplicate, each signed, addressed to the Commissioner of Customs, and submitted through the collector of customs to whom payment was made.

(b) The application shall be a direct request for the refund of a definite sum, showing concisely the reasons therefor, the nationality, rig, and name of the vessel, and the date, place, and amount of each payment for which refund is asked. A protest against a payment shall not be accepted as an application for its refund.

(c) The application shall be made within 1 year from date of the payment.

(d) The collector of customs to whom payment was made shall make any refund authorized by the Commissioner of Customs. Unless the payment from which refund is authorized has been deposited in special deposit account, an authorized refund shall be made only to the owner of the vessel concerned or to its charterer. If the payment has been deposited in special deposit account, an authorized refund shall be made only to the payor. (R. S. 161, sec. 3, 23 Stat. 119, sec. 26, 23 Stat. 59; 5 U. S. C. 22, 18 U. S. C. 643, 46 U. S. C. 3. Sec. 102, Reorganization Plan No. 3 of 1946; 3 CFR, 1946 Supp., ch. IV.)

¹ There may be five payments of regular tax at the maximum (6-cent) and five at the minimum (2-cent) rate during a tonnage year, so that the maximum assessment of tonnage duty may amount to 40 cents per net ton for the tonnage year of a vessel engaged in alternating trade. The tonnage year is computed from the date of the first entry of the vessel concerned without regard to the rate of the payment made at that entry, and expires on the date preceding the corresponding date of the following year.

² This does not apply on the first arrival of a vessel in a port of the United States from a foreign or inter-coastal voyage if all the officers who are not citizens are below the grade of master and are filling vacancies which occurred on the voyage.

³ The special tax and light money do not apply if the vessel is documented as a vessel of the United States before leaving the port.

⁴ This does not apply if the vessel is under a certificate of protection and the owner or master files with the collector the oath required by 46 U. S. C. 129. An unrecorded bill of sale is not such a document as will exempt a vessel from the payment of light money under 46 U. S. C. 128, and the recording of such bill of sale after the arrival of the vessel is not sufficient to relieve it from the payment of the tax.

⁵ This is to be collected on each entry of a vessel from such a port or place.

SCORPION

TREASURY DEPARTMENT
BUREAU OF CUSTOMS

DIGEST OF LAWS AND REGULATIONS GOVERNING
DOCUMENTATION OF VESSELS

(EXCEPT ON THE GREAT LAKES AND TRIBUTARY WATERS)

(This envelope is for use by vessel masters in preserving marine documents)

Vessels entitled to be documented under the laws of the United States of 5 tons net and less than 20 tons net are registered or licensed; vessels of 20 tons net or over are registered or enrolled and licensed. Vessels not specifically exempted from the provisions of such laws become subject to penalties if found engaged in trade without being documented or with an expired license.

A vessel under an enrollment and license may be registered and a registered vessel may, unless prohibited by law, be enrolled and licensed upon the surrender of her document to the collector of any district.

The register of a vessel must be deposited with the collector upon arrival, and will be returned to the master on departure.

A license is valid for 1 year but may be renewed or exchanged at any time during the year for which it was granted. The license must be surrendered or renewed by presentation to the collector of the district where the vessel may be within 3 days after its expiration or, if the vessel be at sea at the time, within 3 days from her first arrival within a district. If, however, a license is presented for renewal at any time within 30 calendar days prior to the date of expiration, it may be renewed for 1 year from the date of expiration. The master is liable to a penalty for failure to deliver the license upon expiration. The document of a vessel may be deposited in a customhouse whenever a vessel is laid up. If the license expires while so deposited, no penalty will be incurred for failure to renew it at that time. A vessel which is licensed for the coasting trade, mackerel fishery, whale fishery, coasting trade and mackerel fishery, or pleasure will be subject to penalties if used for any purpose other than that for which licensed.

Permanent documents are granted to vessels at their home ports and temporary documents are granted to vessels at other ports. Temporary documents must be surrendered to the collector at the home port within 10 days after arrival in such port or the master becomes liable to a penalty and the document becomes void. A permanent document may be issued upon surrender of a temporary document at the home port.

Marine documents, whether permanent or temporary, must be promptly surrendered or reported lost when a vessel is sold or transferred in whole or in part; when she is lost, abandoned, taken by an enemy, or otherwise prevented from returning to the United States; when burnt or broken up; upon a change in dimensions, description, rig, trade, name or home port; upon a change in the president or secretary named on the document of a corporately owned vessel; upon appointment of a trustee in bankruptcy of any owner; and upon termination of a partnership owning an interest in the vessel or a change in membership of the firm without dissolution. If the marine document is lost, destroyed, mislaid, or withheld from the owner, such fact must be promptly reported to the collector, who may issue a new document to the vessel upon the master's taking the required oath to that effect.

The document of a vessel covered by an outstanding preferred mortgage may not be surrendered without the approval of the United States Department of Commerce, Maritime Administration, and the consent of the mortgagee. This restriction, however, does not apply to a renewal of license or change of document incident to a change of trade when the ownership and home port remain the same, nor to a change from a temporary to a permanent document on arrival of a vessel at its home port.

Except as otherwise provided in section 276, title 46, United States Code, whenever the master of any vessel of the United States is changed, the new master or the owner must report such change to the collector at the port where the vessel may then be or which she may next arrive, produce the document, and make the required declaration. The change of master will then be endorsed upon the document by the collector.

The certificate of inspection of a vessel subject to inspection shall be presented when renewing a vessel's license or securing a new document.

Every vessel of the United States must be commanded by a citizen of the United States, and all the licensed officers, including pilots, mates, chief engineers, and each assistant engineer must be citizens, except as provided in section 221, title 46, United States Code.

When any vessel of the United States (except certain unrigged vessels and certain other vessels navigated only within the limits of the harbor of any town or city) is in commission, its document shall be on board and accessible to the person in charge unless such papers are in the custody of a collector and shall be exhibited upon demand to any customs officer.

The forging or altering of a document, the removal of a mortgage endorsement, making use of a document granted to another vessel, engaging in a trade other than that specified in the license, or changing the name of a documented vessel without the permission of the Commissioner of Customs may subject the vessel, the owner, agent, master, or other person responsible to severe penalties.

For additional information, see the Customs Regulations.

Customs Form 1502
TREASURY DEPARTMENT
3.22, 3.25, C.R. 3.22, C.M.

April 1956 THE ENCLOSED LICENSE WILL EXPIRE ON:

MARCH 15, 1959

PREFERRED SHIP MORTGAGE, ACT OF CHATTEL MORTGAGE AND

CHATTEL MORTGAGE

UNITED STATES OF AMERICA §

STATE OF TEXAS §

COUNTY OF HARRIS §

BE IT KNOWN that on this 19th day of the month of March, 1956, before me, CERVERA GRANT, a Notary Public duly commissioned and qualified in and for the County of Harris, State of Texas, therein residing, and in the presence of the Witnesses hereinafter named and undersigned, all of lawful age and duly qualified, personally came and appeared ZAPATA OFF-SHORE COMPANY, a corporation organized under the laws of the State of Delaware, having an office at Midland, Texas, (herein represented by and through GEORGE H. W. BUSH, its President, joined by ROY S. TAYLOR, its Secretary, duly authorized by resolutions of its Board of Directors adopted at a meeting held on the 9 day of January, 1956, a duly certified copy of which is attached to each multiple original hereof), which said appearer is hereinafter referred to as "Owner" or "Mortgagor," who declared and acknowledged unto me, Notary, that it is justly, truly and legally indebted unto R. G. LeTOURNEAU, INC., a corporation organized under the laws of the State of California, (hereinafter referred to as "LeTOURNEAU") with an office in the City of Longview, State of Texas, and OIL WELL SUPPLY DIVISION, UNITED STATES STEEL CORPORATION, a corporation organized under the laws of the State of New Jersey, (hereinafter referred to as "OILWELL") with an office in the City of Dallas, State of Texas, (hereinafter collectively referred to as "Mortgagee") in respective amounts which together total the full principal sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,550,000.00), which indebtedness represents the unpaid portion of the construction or purchase price of the Mobile Off-Shore Drilling Platform or Vessel, machinery and equipment hereinafter described, and which indebtedness is represented by two (2) certain promissory notes, dated the 21st day of December, 1955, and the 19th day of March, 1956, respectively, executed by Owner, being Nos. 1 and 2. Note No. 1 is payable to LeTOURNEAU, or order in the principal amount of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00), and bears interest at the rate of six per cent (6%) per annum from date until maturity, and interest at the rate of eight per cent (8%) per annum on all past due principal and interest from maturity until paid, and is payable at the office of LeTOURNEAU in Longview, Texas. Said Note No. 1 is payable in thirty-six (36) equal monthly installments in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), plus accrued interest each; the first of said installments is and shall be due and payable on the 1st day of February, 1956, and the remainder of said installments are and shall be due and payable in their numerical order on the 1st day of each and every succeeding calendar month thereafter until all sums called for, payable and to be payable thereunder have been paid and satisfied in full, with the final installment being due and payable on the 1st day of January, 1959. Note No. 2 is payable to OILWELL or order and is in the amount of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00) and bears interest at the rate of six per cent (6%) per annum from date until maturity, and interest at the rate of eight per cent (8%) per annum on all past due principal and interest from maturity until paid, and is payable at the office of OILWELL in Dallas, Texas; said Note No. 2 is payable in equal monthly installments of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) to be applied first to interest and the balance to principal; the first of which installment is due May 1, 1956, and the balance of said installments are due monthly thereafter on the same calendar day of each succeeding month until said note shall have been paid in full. Interest in each of said notes is payable on the date principal installments are due, and each of said notes contains a provision whereunder the note is subject to acceleration at the holder's option, on non-payment of any principal or interest installments on said notes, respectively, and each of which aforesaid notes provide for attorneys' fees of ten per cent (10%) of the

principal and interest owing thereon if default is made in the payment of said notes, respectively, at maturity, regardless of how such maturity is or might be brought about and the same is placed in the hands of an attorney for collection or suit is filed thereon, or proceedings are had in bankruptcy, probate, receivership, re-organization or other legal or judicial proceedings for the collection thereof. Owner or Mortgagee is under obligation to said holders of said notes to execute this instrument of Mortgage as further security for said notes. Note No. 2 concurrently with the execution of this instrument was presented to the undersigned Notary Public by the holder thereof and after having been paraphed "Ne Varietur" by the undersigned Notary Public to identify it with this Act or Instrument of Mortgage, was returned by the undersigned Notary Public to OILWELL.

That Owner or Mortgagor is the owner of the entire interest in the following Vessel of the United States, which at the time of execution hereof is located at Pier 12 in Galveston County, State of Texas, and which is described and identified in its last Certificate of Enrollment and License as follows, to-wit:

Name: Scorpion
Official Number: 271075
Home Port: Houston, Texas
Gross Tons: 2164
Net Tons: 2164
Cert. No. 117
Place Issued: Houston, Texas
Date: March 16, 1956
Type: Drilling Barge
Material: Steel
Deck: One
Mast: 3 tower and one derrick
Stem: Straight
Stern: Square
Reg. Length: 189-2/10 feet
Reg. Breadth: 149-5/10 feet
Reg. Depth: 17-0/10 feet
Place Built: Vicksburg, Mississippi
Year Built: 1954 - 1955

the hull of which Vessel is a Drilling Platform upon which Platform is erected superstructure, including a Drilling Rig, machinery and equipment, all forming part of said Vessel, (the whole being a complete Drilling Platform), said Drilling Rig, machinery and equipment being more particularly described as follows, to-wit:

- 1 "Oilwell" 96 Drawworks complete with 60" Parkersburg Single Hydromatic Brake including cradle assembly, Serial No. H14T-75;
- Remote Control Panels for 96 drawworks for engine room including all controls, throttles and gauges.
- 1 "Oilwell" 1500 4 engine drive complete. Serial No. H25G-11.
- 4 General Motors Model 122403 6- 110 twin diesel engines complete. Serial Nos. 12B-102, 12B-104, 12B-106, 12B-125.
- 2 "Oilwell" 818 P (8" x 18") power pump complete mounted on short steel skids. Serial Nos. P106-17, P106-18.
- 2 Oil Bath Chain Drives for 818 P pumps including oil bath chain guards, chain and 97-T 1 1/2" pitch sextuple with roller chain sprocket. Serial Nos.
- 1 "Oilwell" 52-T drawworks with sand reel unit, Kelco spinning cathead, Kelco Brakeout cathead and single engine drive. Serial No. H 32-9.
- 1 General Motors Model 122403 6-110 twin diesel engine complete. Serial No. 12B-130.
- 1 "Oilwell" 26-HD rotary table complete. Serial No. R97-62.
- 1 Tachometer complete with connections for drillers position dial reading.
- 1 Oil bath rotary chain guard for 52-T drawworks and sand reel unit and 30' base derrick.
- 30' 2 1/2" Pitch single roller chain.
- 1 "Oilwell" S6-400 swivel complete. Serial No. S25C-38.
- 1 "Oilwell" #15 Brantly hydraulic feed control complete. Serial No. P3F-139.
- 1 Brantly Feed control drive assembly H14-AJ1 "B" complete, Serial No.
- 20' 2" Pitch double width roller chain.
- 2 Hydril Type K-20 pulsation dampener for slush pump with 4" series 900 A.P.I. ring joint flange.
- 1 "Oilwell" #500 crown block with six (6) 50" diameter sheaves including 14" catline sheave attachment and 24" sandline sheave attachment. Serial No. B31-17.
- 1 "Oilwell" #480 traveling block with six (6) 50" diameter sheaves. Serial No. B30-42.
- 1 Web Wilson 350 ton hydra-hook.
- 1 Web Wilson power rotary slip complete with 4 1/2" slips.
- 1 #4860-DU "Rhumba" shale shaker complete unitized on skids with two (2) 3 HP electric Motors. Shale Shaker Serial No. 95523.
- 1 140' x 30' Lee C. Moore Derrick complete with all Platforms, flooring, stairways and handrails.
- 1 Fast line sheave assembly for use with Oilwell #500 6 Sheave crown block.
- 1 9'6" x 30' base 4 post girder type derrick substructure.

- 1 9'9" high x 30' wide x 12' long outrigger catworks support with engine house.
- 1 BJ 4½ OD "MAA" Center Latch drill pipe elevator -225 ton.
- 1 set Web Wilson 2 3/4" x 108" Weldless links - less handles.
- 1 OMSCO 6 5/8 Kelly Valve complete with wrench, 6 5/8" API regular left hand box and pin connections.
- 1 Baash-Ross 5¼" x 40' Hex Kelly Serial No. 81DA.
- 1 Baash-Ross 2RCH6 roller kelly bushing for 5¼" hex kelly with guide skirt.
- 1 Baash-Ross #7638-46 type C long drill collar slips - 5 1/2" to 7".
- 1 Baash-Ross #7624-25-E type CR safety clamp with handles 7 1/2" to 8 5/8".
- 1 Baash-Ross #7638-44 type C long drill collar slips - 6 3/4" to 8 1/4".
- 1 set 4-1/2" OD SRL Varco drill pipe slips.
- 1 Hunt Tool Type A galvanized monkey board with racking fingers for 15,000' 4-1/2" OD drill pipe.
- 1 Deckard galvanized stabbing board with 24' mast and 1/2 HP AC electric hoist assembly.
- 1 4" x 55' Hunt all steel rotary hose.)
- 1 3" x 55' Thermoid powerflex pressure seal rotary hose with full flow built-in couplings. Serial No. N-3754266-N.
- 2 Web Wilson 3 1/2" to 10 3/4" type AAX rotary tongs.
- 1 Thermoid "No-Wip" wire line saver.
- 1 OKFH mud saver bucket with end sealing and side sealing rubbers and hose for 4 1/2" OD pipe.
- 1 "FloLight" vapor tight derrick lighting set for 140' Lee C. Moore conventional derrick.
- 1 Martin Decker Type E non-recording weight indicator for 1 3/8" wire line.
- 1 Ideal Type E wire line anchor for 1 3/4" wire line - galvanized.
- 2 Bemco bug blowers with 3 HP AC explosion proof electric motors.
- 1 Bemco back-up post.
- 5000' 1 3/8" 6 x 19 American Monitor steel silver strand right lay preformed rotary drilling line with steel core - Reel #40471.
- 16000' 9/16" 6 x 7 American monitor amgal excellay preformed sand line - fibre core - Reel #70554-H0-2.
- 410# (2 pcs.) 1 1/2" x 350 feet Plymouth ship brand manila 3 strand cat lines.
- 400' 5/8" 6 x 19 American Monitor excellay wire rope - fibre core.
- 1 Halliburton #805221 Measuring device mounted on skid base with 4 HP Air motor and 12,000 ft. .082 galvanized measuring line.

- 1 Bemco or L & H mud and cement mixer.
- 1 Red Fox drill line reel stand with provision for power spooling.
- 1 Baroid Pt. No. 820 - #800 metal mud testing cabinet complete.
- 2 4 1/2" TIW safety joint type HRL-0 with American straight grip extra-hole joints, 6" OD - Serial No. 18643 & 18642.
- 15,000' 4 1/2" OD 16.60# National Seamless Grade E API Internal Upset Drill Pipe with 4 1/2" x 6" OD x 3 1/4" ID American Straight Grip Tool Joints.
- 2 Model 322-TEQ-15.2 "Lightnin" heavy duty, top entering agitators, complete, driven by a 15HP, 1750 RPM, 3 phase, 60 cycle, 220/440 volt, explosion proof electric motor with controls.
- 1 Model 324-TEQ-10.2 "Lightnin" heavy duty, top entering agitator, complete, driven by a 10 HP, 1750 RPM, 3 phase, 60 cycle explosion proof electric motor with controls.
- 1 Model LD-500 "Lightnin" flash mixer complete, driven by a 5 HP 1150 RPM, 220 volt, 3 phase, 60 cycle, explosion proof electric motor, with controls.
- 1 Model S-1 "Lightnin" chemical mixer, complete, driven by a 1/3 HP 1750 RPM, 110 volt single phase, explosion proof electric motor with controls.
- 2 Stewart & Stevenson red head deep well turbine pumps, 3 stage, Model 12T-20, 50 HP vertical hollow shaft electric motor, 220 volt, 3 phase, 60 cycle, 1750 RPM with controls.
- 2 Diesel Electric Generator units, each consisting of: Waukesha 6NKDBS diesel engine complete direct connected through a Thomas CM flywheel coupling to an electric machinery, 200 KW 3 phase, 60 cycle, 440/220 volt, 1200 RPM generator mounted on structural steel skids and complete with surge tank, Ross heat exchanger, and piping. (Engine #98979, Generator #235135411); (Engine #989878, Generator #1J135411) Stewart & Stevenson Red Head deep well turbine pumps, consisting of: 6 stage, 10" model FM10 turbine pump assembly; 24 HP motor, vertical hollow shaft, TEFC 220 volt, 3 phase, 60 cycle 1750 RPM.
- 2 Viking Model ZKK fuel transfer pump units, with 2 HP 3 phase, 60 cycle, 220 volt, 1750 RPM, TEFC motors.
- 2 Westco Model BR-525 water pumps complete with 3 HP, 3 phase, 60 cycle, 220 volt, 1750 RPM, TEFC motors, RHEEM 220 gallon galvanized tank, and pressure switch.
- 1 Westco Model BR-525 water pump complete with 3 HP, 3 phase, 60 cycle, 220 volt, 1750 RPM TEFC motor, RHEEM 220 gallon galvanized tank and pressure switch.
- 2 Viking Model ZKK Bronze fitted bilge pumps complete with 3 phase, 2 HP, 60 cycle, 220 volt, 1750 RPM TEFC motors.
- 2 Westinghouse Model 5YCB-19 Air Compressor Unit with 15 HP, 1800 RPM, 220 volt, TEFC motor with V belt drive and guard, and explosion proof pressure switch - Serial No. 258457 and #258458.
- 2 Air storage tanks, 15' long and 30" Dia. 250 PSI working pressure.
- 2 SE Model HSE-12C water cooler, complete with Model A15-15 carafe filler.

- 3 Cameron 12" 3000 lb. W.P. type QRC blowout preventers flanged - Series 900 API with ram extensions and hand wheels. One with blind rams and two with 4-1/2" OD pipe rams. Serial Nos. 973, 974, 965.
- 1 Pt. #11937-32-32 all flanged drilling spool 12" x 12" x 4" Series 1500 x 4" Series 1500.
- 5 Pt. #6603-25 - 4" 5000# W.P. D/F R/O Nordstrom valve.
- 1 Pt. #14256 "HCR" valve assembly 4" 5000# W.P. double flanged 3" series 1500.
- 3 Cameron 10" 5000 lb. W.P. type QRC blowout preventers flanged series 1500 with ram extensions and hand wheels. One with blind rams and two with 4-1/2" OD pipe rams.
- 1 10" 1500 hydril Model GK blowout preventer.
- 1 Pt. #11935-32-32 all flanged drilling spool 10" x 10" x 4" x 4" series 1500.
- 2 Cameron 4" 500 lb. W.P. type HCR gate valves flanged series 1500.
- 1 Pt. #7692 - 4" x 4" x 4" x 4" Series 1500 flanged cross.
- 1 Pt. #13886-3 4"x 4" series 1500 24" face to face spacer spool.
- 2 McEvoy 4" Type BT Choke 5000# W.P. with 4" series 1500 inlet and cage nipple.
- 1 Kookey BOP Closing Unit Model 822 HD complete.
- 1 Kookey Model SS-80-3R power package BOP closing UNIT complete with tanks, fittings and controls.
- 3 15 KVA dry type transformers 240/120 volt with two (2) 5% taps in primary.
- 4 500 Watt explosion-proof floodlights.
- 3 5000 CFM Axial flowfans with 5 HP TEFC Motors and magnetic starters.
- 2 5000 CFM explosion-proof axial flow fans with 5 HP explosion-proof motors and explosion-proof magnetic starters.
- 1 Main AC Switchboard for the control of two (2) 200 KW generators complete, 72", 60" Long, 24" Deep.
- 1 Owen Tool and work bench, Type A 7'6" table length.
- 1 Owen tool and work bench, type B 5' 0" table length.
- 2 O. C. T. special forged steel cross, flanged 4" series 900 top, flanged 4" series 1500 bottom, with two 4" screwed side outlets 90 degrees apart.
- 2 O. C. T. special forged steel cross, flanged 4" series 1500 top and bottom with one 3" screwed side outlet and 2" screwed side outlet.
- 6 2" Chicksan non-spin mud mixing gun complete welded and assembled for 2" line.
- 10 4" Edwards fig 3128 mudwonder valves, 3000 lbs. WOG screwed ends.
- 10 2" Edwards fig. 3128 mudwonder valve, 3000 lbs. WOG screwed ends.
- 4 2" Cameron Type "D" #2559-5 pressure gauge (0-5000 PSI).

2 3" Cameron Fig. 222552-3 high pressure shear relief valve.

20 4" Weco Fig. 602 wing union, screwed type, 6000 PSI.

4 3" Weco Fig. 602 wing union, screwed type, 6000 PSI.

10 2" Weco Fig. 602 Wing Union, screwed type, 6000 PSI.

2 2" Watson-Stillman #820 forged steel cross, screwed type, 3000# C.W.P.

2 2" Watson-Stillman #530 forged steel tee screwed type, 3000# C.W.P.

40 4" x 12" long nipples (lathe cut from 4½" OD drill pipe with 4" standard line pipe threads),.

4 Style 40 Dresser long steel pipe sleeve (12-¾" OD x 24" long, for 12" pipe).

38 4" Weco Fig. 100, Wing Union, screwed type, 1000 PSI.

20 3" Weco, Fig. 100 Wing Union, screwed type, 1000 PSI.

2 12" Walworth 726F, Gate Valve, O.S & Y bronze mounted, flanged, R. F.

2 8" Walworth 726F, Gate Valve, O S & Y bronze mounted flanged, R. F.

36 4" Walworth Fig. 709 saddle wedge gate valve, S E I B B M 125#.

20 3" Walworth Fig. 709 saddle wedge gate valve, S E I B B M 125#.

70 1-1/2" Walworth Fig. 3 Bronze Gate Valve, rising stem, 125#, S F.

20 1-1/2" Walworth Fig. 205 bronze globe valve, screwed end - 300#.

30 ¾" Walworth Fig. 205 bronze globe valve, screwed end - 300#.

41 1½" Walworth Fig. 400 bronze swing check valve, S. E. 100#.

44 3" x 12" extra heavy smls. black pipe nipple.

74 1½" Malleable iron 150# Galvanized - Union, Wal. #7685.

1 General Electric 6WR-30-B D C Rectifier Welder.

1 #4SC King Circulating Head complete with 4½" XHole pin down.

1 #4AR King Wire Line Stripper for 9/16" line.

1 B.I.W. Inside Blowout preventer complete with 4½" XHole Pin by 4½" XHole box, 6" O.D. body.

1 Alemite Pressure lubrication system complete.

2 Maxim Model 12SC vertical spark arresting silencers with cleanout spark boxes, and 6" steel ring welding type companion flanges.

7 Reed 7 ¾" O.D. by 3" I.D. by 30' Flush type drill collars having 6 5/8" API regular box one end and 6 5/8" API regular pin other end.

1 Reed 7 ¾" O.D. by 3" I.D. by 30' flush type drill collar having 6 5/8" API regular box both ends.

16 Hi-Flex connections on above collars.

- 7 Reed $6\frac{1}{2}$ " O D by $2\frac{7}{8}$ " I D by 30' flush type drill collars having $4\frac{1}{2}$ " API internal flush box one end and $4\frac{1}{2}$ " API internal flush pin other end.
- 1 Reed $6\frac{1}{2}$ " O.D. by $2\frac{7}{8}$ " I.D. by 30' flush type drill collar having $4\frac{1}{2}$ " API internal flush box one end and $4\frac{1}{2}$ " API regular box other end.
- 16 Hi-Flex connections on above collars (except the $4\frac{1}{2}$ " API regular box is not to be hi-flexed).
- 1 American $6\frac{5}{8}$ " API regular box and box sub 6' long, $7\frac{3}{4}$ " O D by 3" I D.
- 1 American $6\frac{5}{8}$ " API regular pin and pin sub, 6' long (shoulder to shoulder) $7\frac{3}{4}$ " O D by 3" I D.
- 2 Cross Over subs $6\frac{5}{8}$ " API Regular Pin by $4\frac{1}{2}$ " XHole box 6' long (shoulder to shoulder) $7\frac{3}{4}$ " O D tapered to 6" O D (short taper about middle) 3" I D.
- 3 Pick up subs $3\frac{1}{4}$ " I D by 6" O D Nominal, with $6\frac{5}{8}$ " regular pin ($7\frac{3}{4}$ " O D of Pin) 3' long, Model F, no bail, square shoulder top.
- 1 Bit sub $4\frac{1}{2}$ " API Internal flush box by $4\frac{1}{2}$ " regular API box 6' long $6\frac{1}{2}$ " O D $2\frac{7}{8}$ " Bore.
- 1 Sub $4\frac{1}{2}$ " API regular pin by $4\frac{1}{2}$ " API regular pin 6' long (shoulder to shoulder) $6\frac{1}{2}$ " O D $2\frac{7}{8}$ " Bore.
- 2 Cross over subs $4\frac{1}{2}$ " XHole box by $4\frac{1}{2}$ " API internal flush pin, 6' long (shoulder to shoulder) with 6" O D body on the $4\frac{1}{2}$ " XHole end and $6\frac{1}{2}$ " OD body on internal flush pin end. Short taper about middle - $2\frac{7}{8}$ " bore.
- 3 Pick up subs $3\frac{1}{4}$ " I D by 6" O D with $4\frac{1}{2}$ " API internal flush pin, 3' long, $6\frac{1}{2}$ " O D body on pin end, no bail, square shoulder top.
- 2 Kelly subs $4\frac{1}{2}$ " XHole pin by $4\frac{1}{2}$ " XHole pin, 4' long (shoulder to shoulder) 6" grooved for protector rubber with protector rubber installed.
- 1 American Model "JR." single bowl $7\frac{7}{8}$ " overshot complete with $4\frac{1}{2}$ " O D and 6" O D slips and packer rubbers.
- 1 American Model "H" overshot sub for model "JR." with $4\frac{1}{2}$ " XHole 6" O D Box top (square shoulder) and $6\frac{5}{8}$ " drill pipe pin bottom.
- 1 American tapered tap model "M," with $4\frac{1}{2}$ " XHole tool joint box top (6" O D).

That for the purpose of additionally securing the pro rata payment of the aforesaid notes and the interest thereon and all attorneys' fees, and to secure all other sums that may hereafter become due pursuant to this mortgage, and the performance of all covenants and obligations of Mortgagor hereunder, said Mortgagor has GRANTED, BARGAINED, SOLD, SPECIFICALLY MORTGAGED and HYPOTHECATED, and by these presents does GRANT, BARGAIN, SELL, SPECIFICALLY MORTGAGE and HYPOTHECATE unto the said Mortgagee, its successors and assigns, the entire interest in the aforesaid Vessel, together with all masts, boilers, cables, engines, machinery, bowsprits, sails, rigging, boats, anchors, chains, tackle, apparel, furniture, fittings, tools, pumps, equipment and supplies, drilling rig, machinery and equipment, and all other property, appurtenances and accessories above described or referred to, and additions, improvements and replacements now or hereafter belonging thereto, whether or not removed therefrom, all of which shall be deemed to be included in the term "Vessel" herein.

This instrument is executed to secure the above described notes Nos. 1 and 2 and the rights of the respective holders thereof under said notes and under this instrument, pro rata and without priority as to the security afforded by this instrument of either note over the other, whether as to principal or interest, or whether by reason of time of negotiation, or by reason of any other fact or circumstance whatsoever.

TO HAVE AND TO HOLD all and singular the above described property unto Mortgagee, its successors and assigns, forever.

Said property is to remain so specifically mortgaged and hypothecated until the full and final payment of the aforesaid notes and of any and all renewals or extensions of payment thereof, and the satisfaction of the obligations undertaken under this Act or Instrument; said Mortgagor hereby obligating itself not to sell, encumber, deteriorate, injure, or destroy the said property to the prejudice of this Act or Instrument, nor to suffer or permit the same to be sold, deteriorated, encumbered, injured or destroyed.

PROVIDED, HOWEVER, that if Owner, its successors or assigns, shall pay to Mortgagee, its successors or assigns, the debt aforesaid, with the interest thereon, at the time or times and in the manner set forth in the above-mentioned notes and this Mortgage, and shall perform and observe all and singular the terms, covenants and agreements herein, then this Mortgage shall cease, otherwise to remain in full force and effect. Owner agrees to pay said indebtedness, with interest, and attorneys' fees, as herein and as in the aforesaid notes provided, and to perform and observe the further terms, covenants and agreements herein contained, and to hold the aforesaid Vessel subject thereto.

ARTICLE I - Covenants of Owner

Owner covenants as follows:

1. The aforesaid Vessel is now documented under the laws of the United States and Owner is and shall continue to be a citizen of the United States, entitled to own and operate such Vessel under its said Marine Documents, which Owner shall maintain in full force and effect; and all action necessary for the execution, delivery and validity hereof and of the Good Faith Affidavit required by the U. S. Ship Mortgage Act has been duly taken.
2. Owner lawfully owns and is lawfully possessed of the aforesaid Vessel free from all liens, and encumbrances whatsoever, and Owner covenants and promises that it will Warrant and Defend title to and possession of all and every part thereof for the benefit of Mortgagee against all persons whomsoever. Owner shall not set up against Mortgagee and/or any assignee of this Mortgage or future holder or holders of the aforesaid notes any claim of Owner against Mortgagee and/or assignee or future holder of said notes under any past or future transaction.
3. Owner shall, at its own expense, take out, pay the premiums on and maintain in force so long as the notes secured hereby remain unpaid, all such insurance policies and liability and indemnification policies with respect to the above property, its ownership, use and operation and Owner's activities with respect thereto, in such amounts and effecting such coverages as is usual and customary in this type of Mortgage, which policies shall be so written as fully to protect the interests of Mortgagee, or any future holder or holders of said notes and which, by appropriate instruments to be executed by Owner, shall be pledged as further security for the payment of said notes. Owner shall notify and shall request underwriters to agree reasonably in advance to notify Mortgagee of any cancellation of or material change in any insurance coverage. All policies, binders and cover notes shall be delivered to Mortgagee with evidence satisfactory to it that all premiums and other charges therefor have been fully paid. Owner shall maintain all such insurance unimpaired by any act, breach of warranty or otherwise.
4. Owner further covenants and agrees that in the event it shall fail to immediately procure said policy or policies of insurance as aforesaid, or should it fail to pay any premiums or other proper charges against such policy or policies, or should it permit any such policy to lapse, said Mortgagee, its successors and assigns, without waiving its rights granted in Article II hereof, are hereby authorized to procure such insurance, pay any such premiums or other charges, and keep the policy or policies renewed, and the amount which the Mortgagee shall pay in this connection shall be considered and is hereby declared to be an additional indebtedness secured hereby, and shall be repaid to said Mortgagee with interest at six per cent (6%) per annum from date of payment thereof by Mortgagee.

5. All insurance shall be taken out in the name of both Owner and Mortgagee, and all policies of insurance shall be held by Mortgagee. Mortgagee shall have the right to collect, and Owner hereby assigns to Mortgagee, any and all moneys that may become payable under any such policies of insurance by reason of damage, loss or destruction of said Vessel or any part thereof, and Mortgagee may apply all such sums or any part thereof, at its election, toward the payment of said indebtedness then in default, whether the same be then due or not; application to be made first to interest, then to principal, and shall deliver to Owner the balance, if any, after any such application has been made.

6. Owner shall comply with and not permit the aforesaid Vessel to be operated contrary to any provision of the laws, treaties, conventions, rules, regulations or orders of the United States, any State and/or any other jurisdiction wherein operated, and/or of any department or agency thereof. Owner agrees that it will not remove the aforesaid Vessel outside of the territorial area embraced by the Parishes of Louisiana and the Counties of Texas, Mississippi, Alabama and Florida, which border on the Gulf of Mexico and the portions of the Gulf of Mexico overlying the Continental Shelf immediately off (but not beyond One Hundred Fifty (150) miles from) the shore lines of Texas, Louisiana, Mississippi, Alabama and Florida. Owner shall give Mortgagee written notice by Registered Mail of the first location of said Vessel and thereafter, prior to removal, of each new location of the Vessel in order that Mortgagee may record or file this Mortgage in any Parish or County of the aforesaid States bordering on the Gulf of Mexico within whose territorial limits the Vessel is to be located.

7. Neither the Owner nor the Master of said Vessel shall have any right, power or authority to create, incur or permit to be placed or imposed upon the property subject to or to become subject to this Mortgage, any liens whatsoever prior to the lien of this Mortgage other than for crews' wages, wages of stevedores and salvage, and all such liens for crews' wages, wages of stevedores and salvage shall be immediately satisfied and discharged. Owner shall carry a proper certified copy of this Mortgage with the ship's papers of said Vessel and shall exhibit the same to any person having business with said Vessel which might give rise to any lien other than for crews' or stevedors' wages and salvage. Owner shall place and keep permanently aboard said Vessel printed notices reading as follows:

"This Vessel is covered by a First Preferred Mortgage to R. G. LeTOURNEAU, INC., Longview, Texas, and OIL WELL SUPPLY DIVISION, UNITED STATES STEEL CORPORATION, Dallas, Texas. Under the terms of said Mortgage neither the Owner, Zapata Off-Shore Company, nor the Master of this Vessel has any right, power or authority to create, incur or permit to be imposed upon this Vessel any liens whatsoever other than for crews' wages, wages of stevedores or salvage."

8. Owner shall pay when due all taxes, assessments, governmental charges, fines and penalties lawfully imposed and, without waiving the restrictions on imposition of liens above, shall promptly discharge any and all liens whatsoever upon the Vessel described above. Owner shall at its own cost and expense at all times maintain and preserve the said Vessel in thorough repair and working order and shall make all proper renewals and replacements.

9. If the Vessel described above shall be libeled, attached, detained, seized or levied upon or taken into custody under process or under color or any authority, Owner shall forthwith notify Mortgagee by telegram, confirmed by letter, and forthwith discharge or release the said Vessel therefrom, and in any event within five (5) days after such libel, attachment, detention, seizure, levy, or taking into custody.

10. Owner shall at all times afford Mortgagee complete opportunity to inspect the aforesaid Vessel and papers thereof, and to examine Owner's related accounts and records, and shall certify quarterly and, if Mortgagee requests, monthly, that all wages and all other claims whatsoever which might have given rise to a lien upon same have been paid.

11. Owner shall comply with and satisfy all the provisions of the Ship Mortgage Act of the United States of America and shall establish and maintain this Mortgage as a First Preferred Ship Mortgage under said Act as against said Vessel, and Owner shall not sell, mortgage, transfer or change the Enrollment of said Vessel without the consent of Mortgagee first obtained, and any such written consent to any sale, transfer or change of Enrollment shall not be deemed or held to be a waiver of this provision in respect to any subsequent proposed sale, transfer, mortgage or change of Enrollment.

12. Owner agrees that, prior to payment in full of said notes, unless the prior written approval of the holder or holders of the notes above identified is first obtained:

(a) No payment or distribution, whether by dividend, by purchase, or by way of complete or partial redemption, or in any other way, will be made upon or with respect to any stock of Owner, whether preferred, common or other type, now or at any time in the future issued or outstanding, nor will any sinking fund or other setting aside of or earmarking be provided therefor.

(b) Owner will confine its activities primarily to contract drilling of wells for third parties; provided, however, this restriction is not intended to prevent Owner from entering into drilling contracts or working arrangements whereunder it may acquire interests in production, land, leases or minerals; nor from acquiring leasehold interests jointly with others as a means of securing contracts to drill on the leases so acquired; nor from taking farmouts of leases and retaining interests therein as part consideration for the drilling of wells; nor from paying its share of the completion costs of any well which it may be required to pay in order to obtain or preserve an ownership interest therein; nor from paying its share of the drilling costs of a well drilled in any field wherein commercial production has already been obtained if such payment by Owner is necessary for it to obtain or preserve an ownership interest in such well or the lease on which it is drilled.

13. If Owner shall make default in the performance of any of the covenants of this Mortgage on its part to be performed, Mortgagee may, in its discretion, without waiving its rights granted in Article II hereof, do any act or make any expenditure necessary to remedy such default, including, without limitation of the foregoing, entry upon said Vessel to make repairs, and Owner shall promptly reimburse Mortgagee with interest at the rate of six per cent (6%) per annum, for any and all expenditures so made or incurred; and until Owner has so reimbursed Mortgagee for such expenditures the amount thereof shall be added to the amount of the debt secured by this Mortgage, and shall be secured by this Mortgage in like manner and extent as if the amount and description thereof were written herein.

14. From time to time Owner shall execute and deliver such other and further instruments and assurance and effect such recordations of instruments as in the opinion of the Mortgagee's Counsel may be required to subject the aforesaid Vessel more effectively to the lien hereof and to the payment of said indebtedness and for operation of the said Vessel as herein provided.

ARTICLE II - Default

1. In case any one or more of the following events of default shall happen, that is to say, should:

(a) Default be made by Mortgagor in the due and punctual payment of the indebtedness secured hereby, or any part thereof, principal or interest, as the same becomes due and payable, whether by acceleration or otherwise, or

(b) Default be made by Mortgagor in the due observance or performance of any of the covenants, conditions or agreements herein provided to be observed or performed by Mortgagor, or

(c) By decree of a court of competent jurisdiction, Mortgagor be adjudicated insolvent or bankrupt or by order of such court a receiver be appointed of all or any part of the property mortgaged hereunder, or a creditor's petition in a reorganization proceeding against Mortgagor under the Bankruptcy Act shall be approved by any such court, or

(d) Mortgagor's title to said Vessel become the subject of actual litigation which would or might, in Mortgagee's opinion, on final determination result in substantial impairment or loss of the security provided for herein, or

(e) Mortgagor file a voluntary petition in bankruptcy or make an assignment for the benefit of creditors, or consent to the appointment of a receiver of said Vessel or to any adjudication of insolvency or bankruptcy or file a petition or answer admitting the material allegations of a creditor's petition in a reorganization proceeding under the Bankruptcy Act, or

(f) Mortgagor apply for relief under any State or Federal Act for the relief of debtors;

then, and in every such case, Mortgagee may, in addition to all other rights, powers and remedies:

(1) Declare the principal of the aforesaid note or notes and all accrued interest thereon to be due and they shall then become due and payable forthwith.

(2) Recover judgment for, and collect out of any property of Owner, any amount thereby or otherwise due hereunder, and/or collect all earned charter hire relating to services performed by the aforesaid Vessel, Owner hereby assigning to Mortgagee such earned charter hire then owing; and/or

(3) Retake the said Vessel without legal process at any time wherever the same may be, and without being responsible for loss or damage, hold, and in Mortgagee's or the Owner's name lease, charter, operate or otherwise use the same for such time and on such terms as Mortgagee may deem advisable, being accountable for net profits, if any, and with the right to dock the said Vessel free of charge at Owner's premises or elsewhere at Owner's expense; and/or sell the aforesaid Vessel, free from any claim by Owner of any nature whatsoever, in the manner provided by law; to the extent permitted by law, such sale may be public or private, without notice, without having the Vessel present, and Mortgagee may become the purchaser. For the purpose of such sale or sales, Mortgagee and its agents are hereby irrevocably appointed the true and lawful attorneys of Owner in its name and stead to make all necessary transfers of the Vessel thus sold, and for that purpose may execute all necessary instruments of assignment and transfer, Owner hereby ratifying and confirming all that its said attorneys shall lawfully do by virtue hereof. Nevertheless, Owner, if so requested by Mortgagee, shall ratify and confirm any such sale by executing and delivering to the purchaser or purchasers of such Vessel proper bill of sale, conveyance, instrument of transfer and release as may be designated in such request; and/or

(4) Cause all and singular the property hereinabove described, or any part thereof, to be seized and sold, under executory process or under writ of fieri facias issued in execution of an ordinary judgment obtained on the note or notes hereinabove described, without appraisement, to the highest bidder, payable cash; the said Mortgagor herein hereby expressly waiving all and every appraisement thereof, and by these presents waiving and renouncing the benefit of appraisement and of all laws relative to the appraisement of property seized and sold under executory process or other legal process, the said Mortgagor herein agreeing, in the event that proceedings via executiva are filed on the hereinabove described note or notes, to waive, and does hereby specifically do so, the provisions of Articles 735 and 655 of the Louisiana Code of Practice,

as same may be amended. In the event Mortgagor defaults under paragraph 1(a) above, Mortgagor does hereby confess judgment in favor of Mortgagee in the amount of the unpaid principal of said notes, all interest, attorneys' fees, costs and any other sums that may be due hereunder. Mortgagor herein further agrees that in the event the said Mortgagee or any holder or holders of the said notes should, at its or their option, elect to enter suit via ordinaria thereon, the said Mortgagor does hereby, in addition to the foregoing confession of judgment, waive citation and other legal process and legal delays, hereby consenting that judgment be rendered and signed immediately, whether during term of court or in vacation.

2. In the event that the aforesaid Vessel shall be arrested or detained by any officer of any Court or by any other authority, Owner hereby authorizes Mortgagee, its officers, representatives and appointees, in the name of Owner or of Mortgagee, to receive or to take possession thereof, and to defend any action and/or discharge any lien.

3. Each and every power or remedy herein given to Mortgagee shall be cumulative, and in addition to all powers or remedies now or hereafter existing in admiralty, in equity, at law or by statute under the laws of whatsoever state arising, and may be exercised as often as may be deemed expedient by Mortgagee. No delay or omission by Mortgagee shall impair any right, power or remedy, and no waiver of any default shall waive any other default. In any suit Mortgagee shall be entitled to obtain appointment of a receiver of the aforesaid Vessel and the earnings thereof, who shall have full rights and powers to use and operate same, and such receiver may exercise any and all of the other powers hereinabove vested in Mortgagee upon the occurrence of any event of default.

4. Without in any manner modifying the provisions of paragraph 3 last preceding, or any other terms or provisions of this instrument, if at the time of default any part of the mortgaged property is situated in any state, other than Louisiana, all procedures set forth in this instrument for enforcement of the Mortgages, rights, liens and privileges herein granted Mortgagee may be exercised in such state, to the extent that such procedures to enforce the same are in conformity with the laws of such state, and Mortgagor hereby agrees that Mortgagee may enforce Mortgagee's rights herein or foreclose Mortgagee's liens on such property by following the procedure provided by the laws of such state whether in conformity with the methods herein outlined or not.

5. The net proceeds of any judicial or other sale, and any charter, management, operation or other use of the aforesaid Vessel by Mortgagee, of any claim for damages, or any judgment, and any insurance received by Mortgagee (except to the extent paid to Owner or applied in payment of repairs or otherwise for Owner's benefit) shall be applied as follows:

First: To the payment of all attorneys' fees, court costs, and other expenses, losses, charges, damages incurred or advances made by Mortgagee in the protection of its rights or caused by Owner's default hereunder or under the note or notes secured hereby, with interest on all such amounts at the rate of six per cent (6%) per annum; and to provide adequate indemnity against any liens for which priority over this Mortgage is claimed;

Second: To the payment of all interest to date of payment, on the notes and any or all sums secured hereby, and the balance of such proceeds to the payment of the principal.

Mortgagee shall be entitled to collect any deficiency from Owner. Owner shall be entitled to any surplus, subject to set-off in favor of Mortgagee for any other indebtedness of Owner.

6. All advances and expenditures which Mortgagee in its discretion may make for repairs, insurance, payment of liens or other claims, defense of suits, or for any other purpose whatsoever related hereto or to the aforesaid notes, and all

damages sustained by Mortgagee because of defaults, shall be repaid by Owner on demand with interest at six per cent (6%) per annum and until so paid shall be a debt from Owner to Mortgagee secured, up to the extent of an amount equivalent to fifty per cent (50%) of the initial principal amount of the aforesaid notes by the lien hereof. Mortgagee shall not be obligated to make any such advances or expenditures, nor shall the making thereof relieve Owner of any obligation or default with respect thereto.

ARTICLE III - Possession until Default

Until one or more of the events of default hereinbefore described, Owner shall be permitted to retain actual possession and use of the aforesaid Vessel.

ARTICLE IV - Sundry Provisions

1. All covenants and agreements of Owner herein contained shall bind Owner, its successors and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns, and any future holder or holders of the aforesaid notes. Following any transfer of said notes, any reference herein to "Mortgagee" shall be deemed to refer to the then holder or holders of the aforesaid notes.

2. Neither this Act of Mortgage nor any provisions herein contained shall have the effect of releasing or novating any Vendor's Liens, privileges, Mortgages, or other security rights held or enjoyed by Mortgagee with respect to any part of the full indebtedness secured hereby, and Mortgagee hereby specifically reserves any and all such Vendor's Liens, privileges, Mortgages, or other security rights.

3. If any of the terms or provisions hereof or of any note or other evidence of the indebtedness secured hereby is susceptible of being construed as binding or obligating Mortgagor or any other person or concern obligated, either primarily or conditionally, for the payment of any indebtedness secured hereby, under any circumstances or contingencies whatsoever, to pay interest in excess of that authorized by law, it is agreed that such terms or provisions are a mistake in calculation or wording and, notwithstanding the same, it is expressly agreed that neither Mortgagor nor any other person or concern obligated in any manner on any such indebtedness shall ever be required or obligated under the terms hereof or under the terms of any such note or other evidence of indebtedness or otherwise, to pay interest in excess of that authorized by law.

4. This instrument is intended to and shall have the effect of a First Preferred Ship Mortgage under all applicable laws of the United States, and an Act of Chattel Mortgage under the laws of the State of Louisiana, and as a Chattel Mortgage under the laws of the States of Texas, Mississippi, Alabama and Florida.

THUS DONE AND PASSED, in a number of counterparts, each having the force and effect of an original although constituting but one instrument, at Houston, Texas, before me, the undersigned Notary Public, on the day, month and year herein first above written, in the presence of the undersigned competent Witnesses, who have hereunto signed their names, together with the said Appearer, ZAPATA OFF-SHORE COMPANY, and me, Notary, after due reading of the whole.

WITNESSES:

ZAPATA OFF-SHORE COMPANY

Arnell Williams

By Ray H W Bunk President

John C. Brown

ATTEST: Rebertha Parish asst. - Secretary

Cervera Grant CERVERA GRANT
Notary Public in and for Harris County,
Texas. My commission expires June 1, 1957.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared GEORGE H. W. BUSH, President of ZAPATA OFF-SHORE COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of March, A. D., 1956.

Concepcion Grant BERVERA GRANT

Notary Public in and for Harris
County, Texas. My commission
expires June 1, 1957.

AFFIDAVIT OF GOOD FAITH

THE STATE OF TEXAS §

COUNTY OF HARRIS §

GEORGE H. W. BUSH, being duly sworn, deposes
and says:

I am the President of the ZAPATA OFF-SHORE
COMPANY, Mortgagor of the Barge, Drilling Platform and
properties called Scorpion, Official No. 271075,
and that the attached Mortgage is made in good faith,
without any design to hinder, delay or defraud any exist-
ing or future creditors of the Mortgagor, ZAPATA OFF-
SHORE COMPANY, or any lienor, of the above mentioned
Barge, Drilling Platform and properties.

George H. W. Bush

SUBSCRIBED AND SWORN TO BEFORE ME, the under-
signed authority, on this 19th day of March, 1956.

Cervera Grant CERVERA GRANT

Notary Public in and for Harris
County, Texas. My commission
expires June 1, 1957.

OWNER OR MORTGAGEE OF VESSEL

(Section 40, Shipping Act, 1916, as amended)

U.S.C., Title 46, Sec. 838, 40 Stat. 902, 62 Stat. 212

DECLARATION OF OFFICER OF INCORPORATED COMPANY*

I John C. Irwin, of Dallas, Texas

declare that I am¹ Assistant Secretary of the² United States Steel Corporation

a corporation organized under the laws of the State of New Jersey

with offices at³ 2001 N. Lamar St., Dallas, Texas; that said corporation is the ~~mortgagee~~

mortgagee of the vessel, or part thereof, or interest therein,⁴ called SCORPION

of Houston, Texas, official number 271075, gross 2164

net 2164,⁵ built in 19 55, at Vicksburg, Mississippi

as appears by Certificate No. 117, issued at Houston, Texas

March 16, 19 56, ~~surrendered~~

(Give cause of surrender)

that I am a citizen of the United States of America by birth, having been born at Pittsburgh
(City)

Pennsylvania, on October 24, 1912 ~~(or by naturalization before the~~
(State) (Date of birth)

1951, ~~on~~
(Name of court) (District, county, or State)

1951, ~~having been issued Naturalization Certificate No.~~
(Date naturalized)

that the president and managing directors of said corporation are citizens of the United States of America; that ~~the controlling interest (or) a~~ ⁴ seventy-five (75) per centum of the interest in said corporation is owned by citizens of the United States of America; that the title to ~~the majority of the stock (or) a~~ ⁴ seventy-five (75) per centum of the stock of said corporation is vested in citizens of the United States of America free from any trust or fiduciary obligation in favor of any person not a citizen of the United States of America, and that such proportion of the voting power of said corporation is vested in citizens of the United States; that through no contract or understanding is it so arranged that ~~the majority of the voting power (or) more than~~ ⁴ twenty-five (25) per centum of the voting power of said corporation may be exercised, directly or indirectly, in behalf of any person who is not a citizen of the United States of America; that by no means whatsoever is ~~the control of any interest in said corporation in excess of twenty-five~~ ⁴ (25) per centum conferred upon or permitted to be exercised by any person who is not a citizen of the United States of America.

John C. Irwin
Signature

*This declaration is to be taken whenever any bill of sale, mortgage, hypothecation, or conveyance of any vessel, or part thereof, or interest therein, is presented by a corporation to any collector of customs for recording.

¹ Insert "President," "Secretary," or "Treasurer," or any other duly authorized official thereof, as the case may be.

² Insert full corporate name of company.

³ Insert business address of corporation.

⁴ Strike out word or expression not appropriate.

⁵ Insert other means whereby vessel became entitled to American registry, when appropriate.

⁶ I.e., document now surrendered, or document last surrendered heretofore (U.S.C., Title 46, Sec. 808).

⁷ Strike out reference to naturalization if party is native-born citizen.

If more than one vessel is involved, only one form of declaration need be filed if by a notation inserted in the clause immediately prior to the clause about the citizenship of declarant, appropriate reference is made to a schedule added to said declaration, in which schedule shall be inserted the name and data of each additional vessel as required for the first vessel, owned by or under mortgage to the party on behalf of whom said declaration is made.

PENALTY FOR FALSE STATEMENT: Section 40, Shipping Act, 1916, as amended, provides "Whoever knowingly makes any false statement of a material fact in any such declaration shall be guilty of a misdemeanor and subject to a fine of not more than \$5,000, or to imprisonment for not more than five years, or both."

OWNER OR MORTGAGEE OF VESSEL

(Section 40, Shipping Act, 1916, as amended)

U.S.C., Title 46, Sec. 838, 40 Stat. 902, 62 Stat. 212

DECLARATION OF OFFICER OF INCORPORATED COMPANY*

I S. R. Stephens, of Longview, Texas

declare that I am¹ Secretary-Treasurer of the² R. G. LeTourneau, Inc.

a corporation organized under the laws of the State of California

with offices at³ Longview, Texas; that said corporation ~~is the~~ is the

mortgagee of ~~the vessel,~~ the vessel, ~~or~~ or ~~part thereof,~~ part thereof, ~~XX~~ XX interest therein,⁴ called Scorpion

of Houston, Texas, official number 271075, gross 2164

net 2164, ⁵built in 19 55, at Vicksburg, Mississippi

as appears by Certificate No. 117, issued at Houston, Texas

March 16, 19 56, ~~surrendered~~⁶ _____
(Give cause of surrender)

that I am a citizen of the United States of America by birth, having been born at McLean County
(City)

Illinois, on May 8, 1913 (or)⁷ ~~by naturalization~~
(State) (Date of birth)

for _____, on _____
(Name of court) (District, county, or State)

_____ , ~~has not been issued~~
(Date naturalized)

that the president and managing directors of said corporation are citizens of the United States of America; that⁴ ~~the controlling interest in~~ seventy-five (75) per centum of the interest in said corporation is owned by citizens of the United States of America; that the title to ~~XX per centum of the stock of~~ seventy-five (75) per centum of the stock of said corporation is vested in citizens of the United States of America free from any trust or fiduciary obligation in favor of any person not a citizen of the United States of America, and that such proportion of the voting power of said corporation is vested in citizens of the United States; that through no contract or understanding is it so arranged that ~~the majority of the voting power~~ (or)⁴ more than twenty-five (25) per centum of the voting power of said corporation may be exercised, directly or indirectly, in behalf of any person who is not a citizen of the United States of America; that by no means whatsoever is ~~the control of said corporation~~ the control of any interest in said corporation in excess of twenty-five (25) per centum conferred upon or permitted to be exercised by any person who is not a citizen of the United States of America.

S. R. Stephens
Signature

*This declaration is to be taken whenever any bill of sale, mortgage, hypothecation, or conveyance of any vessel, or part thereof, or interest therein, is presented by a corporation to any collector of customs for recording.
1 Insert "President," "Secretary," or "Treasurer," or any other duly authorized official thereof, as the case may be.
2 Insert full corporate name of company.
3 Insert business address of corporation.
4 Strike out word or expression not appropriate.
5 Insert other means whereby vessel became entitled to American registry, when appropriate.
6 I.e., document now surrendered, or document last surrendered heretofore (U.S.C., Title 46, Sec. 808).
7 Strike out reference to naturalization if party is native-born citizen.

If more than one vessel is involved, only one form of declaration need be filed if by a notation inserted in the clause immediately prior to the clause about the citizenship of declarant, appropriate reference is made to a schedule added to said declaration, in which schedule shall be inserted the name and data of each additional vessel as required for the first vessel, owned by or under mortgage to the party on behalf of whom said declaration is made.

PENALTY FOR FALSE STATEMENT: Section 40, Shipping Act, 1916, as amended, provides "Whoever knowingly makes any false statement of a material fact in any such declaration shall be guilty of a misdemeanor and subject to a fine of not more than \$5,000, or to imprisonment for not more than five years, or both."

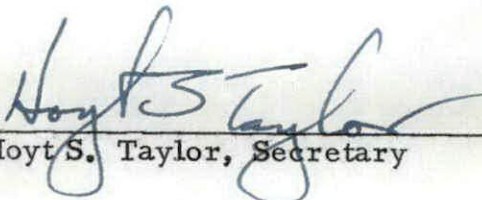
ZAPATA OFF-SHORE COMPANY

2218 CITY NATIONAL BANK BUILDING

HOUSTON 2, TEXAS

I, Hoyt S. Taylor, do hereby certify that I am the Secretary of Zapata Off-Shore Company, and that the following is a true and correct copy, as it appears in the Corporation's Minute Book, of a resolution adopted by the Board of Directors of Zapata Off - Shore Company at a duly called meeting at 11:00 A. M., January 9, 1956, at the company's offices in Houston, Texas, a quorum of the Board of Directors being present. I further certify that the resolution has not been changed, modified or amended and still is in full force and effect.

"BE IT RESOLVED that George H. W. Bush, President, or Wayne H. Dean, Vice President, joined by the Secretary or any assistant Secretary of this company are hereby authorized to execute a preferred ship mortgage on the company's mobile drilling platform official # 271075 and on the platform drilling equipment naming R. G. LeTourneau, Inc and Oil Well Supply Division, United States Steel Corporation as mortgagees. This mortgage is to secure the company's debt of \$900,000 to LeTourneau and approximately \$650,000 to Oil Well. Said debt is to be evidenced by promissory notes and the above named officers are hereby authorized to execute said notes."


Hoyt S. Taylor, Secretary

Dated: March 19, 1956

KNOW ALL MEN BY THESE PRESENTS,

that R. G. LE TOURNEAU, INC., a corporation organized under the laws of the State of California with an office in the City of Longview, Texas, ASSIGNOR, in consideration of One and 00/100 Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration, paid to it by THE TRUSTEES OF PRINCETON UNIVERSITY, an educational corporation organized under the laws of the State of New Jersey, having its principal office at Nassau Hall, Princeton, New Jersey, ASSIGNEE, hereby assigns, transfers and sets over unto the ASSIGNEE all of its right, title and interest in and to a certain Preferred Ship Mortgage, Act of Chattel Mortgage, and Chattel Mortgage dated March 19th, 1956, executed and delivered to R. G. LE TOURNEAU, INC., by ZAPATA OFF-SHORE COMPANY, a Delaware corporation of Midland, Texas, which Mortgage was filed as a First Preferred Ship Mortgage in the Custom House, Houston, Texas on March 19th, 1956 at 12:15 P.M., in Book PM-5, Instrument Number 47. The said Mortgage being assigned was given by the Mortgagor to R. G. LE TOURNEAU, INC., to secure the payment of the sum of NINE HUNDRED THOUSAND and no/100 DOLLARS (\$900,000.00) with interest at six per cent (6%), evidenced by a Note in that amount dated December 21, 1955 given by the said ZAPATA OFF-SHORE COMPANY to the said R. G. LE TOURENAU, INC.

TOGETHER with the said Note dated December 21, 1955 and the monies due and to grow due thereon with interest, together with all of the ASSIGNOR'S right, title and interest in and to all policies of insurance insuring the off shore drilling rig, "Scorpion", Official No. 271075,

MADE IN U.S.A.

which is the property covered by the said Preferred Ship Mortgage, and all other security and agreements collateral to said Mortgage, but without recourse against the ASSIGNOR in any event.

TO HAVE AND TO HOLD the same unto THE TRUSTEES OF PRINCETON UNIVERSITY, its successors and assigns forever.

IN WITNESS WHEREOF, R. G. LE TOURNEAU, INC., has caused this Assignment to be executed by its Vice President duly authorized this 20th day of December, 1956.

R. G. LE TOURNEAU, INC.

By Herbert Buschman
Herbert Buschman,
Vice President in charge of
Finance.

Collect

Gleacopy Union Skin

MADE IN U.S.A.

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 20th day of December, 1956, before me, *Grace D. Rowan*, a Notary Public of the State of New York, personally appeared HERBERT BUSCHMAN, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President in charge of Finance of R. G. LE TOURNEAU, INC., a corporation, and he acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

Given under my hand and seal this 20th day of December, 1956.

Grace D. Rowan

Notary Public of, residing and
being in the State of New York

GRACE D. ROWAN
Notary Public, State of New York
No. 41-867-66
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1958

Clearcopy Onion Skin
MADE IN U.S.A.