

POGO PRODUCING CO LLC
Form 424B3
April 24, 2012
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The information in this prospectus supplement is not complete and may be changed. This prospectus supplement and the accompanying prospectus are part of an effective registration statement filed with the Securities and Exchange Commission. This prospectus supplement and the accompanying prospectus are not an offer to sell these securities, and we are not soliciting an offer to buy these securities, in any state where the offer or sale is not permitted.

**Filed pursuant to Rule 424(b)(3)
Registration No. 333-165263**

Subject to completion, dated April 24, 2012

Preliminary prospectus supplement

To prospectus dated March 5, 2010

PXP

Plains Exploration & Production Company

\$500,000,000

% Senior Notes due 2019

Interest will be payable on the notes on _____ and _____ of each year. The notes will mature on _____, 2019. Interest on the notes will accrue from _____, 2012, and the first interest payment on the notes will be due on _____, 2012.

We may redeem all or part of the notes on or after _____, 2016 at the applicable redemption prices described in this prospectus supplement and prior to such date, at a make-whole redemption price, in each case, together with any accrued and unpaid interest to the date of redemption. The redemption provisions are more fully described in this prospectus supplement under Description of notes Optional redemption. In addition, prior to _____, 2015, we may, at our option, redeem up to 35% of the notes with the proceeds of certain equity offerings. If we undergo a change of control or sell assets, we may be required to offer to purchase notes.

The notes will be our general unsecured, senior obligations, will be equal in right of payment with any of our existing and future unsecured senior indebtedness that is not by its terms subordinated to the notes, and will be effectively junior to our existing and future secured indebtedness to the extent of the value of the collateral securing that indebtedness. The notes will initially be guaranteed on a senior unsecured basis by certain of our subsidiaries. The notes will be structurally junior to the indebtedness and other liabilities and the preferred stock of our non-guarantor subsidiaries.

Investing in the notes involves risks. See Risk factors beginning on page S-10 of this prospectus supplement and on page 1 of the accompanying prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per note	Total
Public offering price(1)	%	\$
Underwriting discount	%	\$
Proceeds, before expenses, to us	%	\$

(1) Plus accrued interest, if any, from April , 2012 if settlement occurs after that date. Excludes expenses directly associated with the offering.

The notes will not be listed on any securities exchange. Currently, there is no public market for the notes. Delivery of the notes, in book-entry form, will be made on or about April , 2012 through The Depository Trust Company.

Joint book-running managers

J.P. Morgan
BMO Capital Markets
Scotiabank

Barclays
Goldman, Sachs & Co.
Wells Fargo Securities

Senior co-managers

TD Securities
Citigroup
RBC Capital Markets

ING
RBS

Lloyds Securities
Morgan Stanley
Capital One Southcoast

Co-managers

UBS Investment Bank
US Bancorp

The date of this prospectus supplement is April , 2012.

Comerica Securities
Mitsubishi UFJ Securities

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You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it.

We are not, and the underwriters are not, making an offer to sell the notes in any jurisdiction where the offer or sale is not permitted.

You should assume that the information appearing in this prospectus supplement and the accompanying prospectus is accurate only as of the respective dates on the front of those documents or earlier dates specified herein or therein. Our business, financial condition, results of operations and prospects may have changed since those dates.

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About this prospectus supplement

This prospectus supplement and the accompanying prospectus are part of a universal shelf registration statement on Form S-3 that we filed with the Securities and Exchange Commission, or the SEC. Under the shelf registration process, we may sell any combination of common stock and debt securities in one or more offerings from time to time. In the accompanying prospectus, we provide you a general description of the securities we may offer from time to time under our shelf registration statement. This prospectus supplement describes the specific details regarding this offering, including the price, the aggregate principal amount of debt being offered and the risks of investing in our securities. This prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein include important information about us, the notes being offered and other information you should know before investing.

Except in the Description of notes or unless otherwise indicated or the context otherwise requires, all references to Plains, PXP, we, us and in this prospectus supplement refer to Plains Exploration & Production Company and its direct and indirect subsidiaries on a consolidated basis.

Incorporation by reference

The SEC allows us to incorporate by reference the information that we file with it, which means that we can disclose important information to you by referring you to other documents. The information incorporated by reference is an important part of this prospectus supplement, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the following documents and all documents that we subsequently file with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (other than information furnished rather than filed):

our Annual Report on Form 10-K and Form 10-K/A for the year ended December 31, 2011;

our Current Reports on Form 8-K and 8-K/A filed on February 13, 2012 and April 24, 2012;

our Definitive Proxy Statement on Schedule 14A filed on April 13, 2012; and

the description of our common stock contained in our Form 10 registration statement filed with the SEC on November 8, 2002, as amended by Amendment No. 1 filed November 21, 2002, Amendment No. 2 filed December 3, 2002, and Amendment No. 3 filed December 6, 2002.

Forward-looking statements

This prospectus supplement includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and the Private Securities Litigation Reform Act of 1995 about us that are subject to risks and uncertainties. All statements other than statements of historical fact included in this document are forward-looking statements. Forward-looking statements may be found under Prospectus supplement summary, Risk factors and elsewhere in this document regarding our financial position, business strategy, production and reserve growth, possible or assumed future results of operations, and other plans and objectives for our future operations. All forward-looking statements in this prospectus supplement are made as of the date hereof, and you should not

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place undue reliance on these statements without also considering the risks and uncertainties associated with these statements and our business that are discussed in this prospectus supplement, the accompanying prospectus and our other filings with the SEC. Forward-looking statements are subject to risks and uncertainties. Although we believe that in making such statements our expectations are based on reasonable assumptions, there are risks, uncertainties, and other factors that could cause actual results to be materially different from those in the forward looking statements. Except as required by law, we do not undertake any obligation to release publicly any revisions to any forward-looking statements, to report events or circumstances after the date of this prospectus supplement, or to report the occurrence of unanticipated events. Statements that are predictive in nature, that depend upon or refer to future events or conditions, or that include words such as will, would, should, plans, likely, expects, anticipates, intends, believes, estimates, thinks, may, and similar expressions, are forward-looking statements. The most important factors, in addition to those discussed under Risk factors and elsewhere in this document, could affect the future results of the energy industry in general, and us in particular, and could cause those results to differ materially from those expressed in or implied by such forward-looking statements:

uncertainties inherent in the development and production of oil and gas and in estimating reserves;

unexpected difficulties in integrating our operations as a result of any significant acquisitions;

unexpected future capital expenditures (including the amount and nature thereof);

the impact of oil and gas price fluctuations, including the impact on our reserve volumes and values and on our earnings;

the effects of our indebtedness, which could adversely restrict our ability to operate, could make us vulnerable to general adverse economic and industry conditions, could place us at a competitive disadvantage compared to our competitors that have less debt, and could have other adverse consequences;

the success of our derivative activities;

the success of our risk management activities;

the effects of competition;

the availability (or lack thereof) of acquisition, disposition or combination opportunities;

the availability (or lack thereof) of capital to fund our business strategy and/or operations;

the impact of current and future laws and governmental regulations, including those related to climate change and hydraulic fracturing;

the effects of future laws and governmental regulation that result from the Macondo accident and oil spill in the U.S. Gulf of Mexico;

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the value of the common stock of McMoRan Exploration Co., or McMoRan, and our ability to dispose of those shares;

liabilities that are not covered by an effective indemnity or insurance;

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the ability and willingness of our current or potential counterparties to fulfill their obligations to us or to enter into transactions with us in the future; and

general economic, market, industry or business conditions.

All written and oral forward-looking statements attributable to us are expressly qualified in their entirety by such factors. For additional information with respect to these factors, see Incorporation by reference.

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Prospectus supplement summary

This summary highlights information from this prospectus supplement and the accompanying prospectus to help you understand the notes. You should read carefully the entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein for a more complete understanding of this offering. You should read "Risk factors" beginning on page S-10 of this prospectus supplement and on page 1 of the accompanying prospectus, as well as "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2011, for more information about important risks that you should consider before making a decision to purchase notes in this offering.

We have defined certain oil and gas industry terms used in this document in the "Glossary of oil and gas terms" beginning on page S-91 of this prospectus supplement. Except in the "Description of notes" or unless otherwise indicated or the context requires otherwise, references to Plains, PXP, we, us and our mean Plains Exploration & Production Company together with its subsidiaries.

Plains Exploration & Production Company

We are an independent energy company engaged in the upstream oil and gas business. The upstream business acquires, develops, explores for and produces oil and gas. Our upstream activities are located in the United States. We own oil and gas properties with principal operations in:

Onshore California;
Offshore California;
the Gulf Coast Region;
the Gulf of Mexico; and
the Rocky Mountains.

Assets in our principal focus areas include mature properties with long-lived reserves and significant development opportunities as well as newer properties with development and exploration potential. We believe our balanced portfolio of assets and our ongoing risk management program position us well for both the current commodity price environment and future potential upside as we develop our attractive resource opportunities, including our California, Eagle Ford Shale, Haynesville Shale and Gulf of Mexico plays.

As of December 31, 2011, we had estimated proved reserves of 410.9 million barrels of oil equivalent, of which 59% was comprised of oil and 55% was proved developed. As of that date, we had a total proved reserve life of approximately 12 years and a proved developed reserve life of approximately seven years. As of December 31, 2011, and based on the twelve-month average of the first-day-of-the-month reference prices as adjusted for location and quality differentials, our proved reserves had a standardized measure of \$5.1 billion. As of December 31, 2011, we had estimated probable reserves of 292.1 million barrels of oil equivalent, of which 37% was comprised of oil and 2% was probable developed. We believe our long-lived, low production decline reserve base, combined with our active risk management program, should provide us with relatively stable and recurring cash flow.

Our principal executive offices are located at 700 Milam, Suite 3100, Houston, Texas 77002, and our telephone number is (713) 579-6000.

Table of Contents**The offering**

The following summary contains basic information about the notes and is not intended to be complete. For a more complete understanding of the notes, please refer to the section of this document entitled Description of notes. For purposes of this section of the summary and the description of notes included in this prospectus supplement, references to Plains, PXP, issuer, us, we and our refer only to Plains Exploration & Production Company and do not include its subsidiaries or affiliates.

Issuer	Plains Exploration & Production Company.
Securities	\$500,000,000 aggregate principal amount of % senior notes due 2019.
Maturity	, 2019.
Interest payment dates	Interest will be payable on the notes on and of each year, beginning on , 2012.
	Interest will accrue on the notes from , 2012.
Optional redemption	We may, at our option, redeem all or part of the notes at a make-whole price, <i>plus</i> accrued and unpaid interest, if any, at any time prior to , 2016.
	On or after such date, we may redeem notes at fixed redemption prices, <i>plus</i> accrued and unpaid interest, if any, to the date of redemption, as described under Description of notes Optional redemption.

In addition, prior to , 2015, we may, at our option, redeem up to 35% of the notes with the proceeds of certain equity offerings at a fixed redemption price, *plus* accrued and unpaid interest, if any, to the date of redemption, as described under Description of notes Optional redemption.

Ranking	The notes will be our general unsecured, senior obligations. Accordingly, they will rank:
	senior in right of payment to all of our existing and future subordinated indebtedness;
	<i>pari passu</i> in right of payment with any of our existing and future unsecured indebtedness that is not by its terms subordinated to the notes;
	effectively junior to our existing and future secured indebtedness, including indebtedness under our senior revolving credit facility and the Plains Offshore Operations Inc., or POI, senior credit facility, to the extent of the value of our assets constituting collateral securing that indebtedness; and

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structurally subordinate to all existing and future indebtedness and other liabilities and preferred stock (other than indebtedness and liabilities owed to us) of our non-guarantor subsidiaries, including indebtedness under the POI senior credit facility, which we guarantee, and the shares of 8% convertible perpetual preferred stock issued by POI.

As of December 31, 2011, on an as adjusted basis after giving effect to the issuance and sale of the notes and the application of the proceeds thereof as set forth under Use of proceeds, we would have had total indebtedness of approximately \$3.77 billion (\$324.2 million of which would have been secured) excluding approximately \$1.2 million in letters of credit outstanding under our senior revolving credit facility, and we would have had approximately \$1.08 billion and \$300 million in additional secured borrowing capacity under our senior revolving credit facility and the POI senior credit facility, respectively. In addition, our subsidiary POI, which will not guarantee the notes, has 450,000 shares of 8% convertible perpetual preferred stock outstanding with an aggregate liquidation preference of at least \$562.5 million plus accrued and unpaid dividends. For more information regarding this liquidation preference, see Liquidity and Capital Resources in our Annual Report on Form 10-K for the year ended December 31, 2011.

Subsidiary guarantees

The notes initially will be jointly and severally guaranteed on a senior unsecured basis by some of our existing domestic subsidiaries. In the future, the guarantees will be released or terminated under certain circumstances.

Each subsidiary guarantee will be a general unsecured obligation of the subsidiary guarantor and will rank:

senior in right of payment to all existing and future subordinated indebtedness of that subsidiary guarantor;

pari passu in right of payment to all existing and future senior unsecured indebtedness of that subsidiary guarantor; and

effectively junior to that subsidiary guarantor's existing and future secured indebtedness, including its guarantee of indebtedness under our senior revolving credit facility and the POI senior credit facility, to the extent of the value of the assets of such subsidiary guarantor constituting collateral securing that indebtedness.

Not all of our subsidiaries will guarantee the notes.

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Covenants	<p>The indenture governing the notes contains covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:</p> <ul style="list-style-type: none">incur additional debt;make certain investments or pay dividends or distributions on our capital stock or purchase or redeem or retire capital stock;sell assets, including capital stock of our restricted subsidiaries;restrict dividends or other payments by restricted subsidiaries;create liens that secure debt;enter into transactions with affiliates; andmerge or consolidate with another company. <p>These covenants are subject to a number of important limitations and exceptions that are described later in this prospectus supplement under the caption Description of notes Covenants.</p>
Change of control offer	<p>If we experience certain kinds of changes of control coupled with a ratings downgrade, we must give holders of the notes the opportunity to sell us their notes at 101% of their principal amount, <i>plus</i> accrued and unpaid interest. However, in such an event, we might not be able to pay you the required repurchase price for the notes you present to us because we might not have sufficient funds available at that time, or the terms of our bank credit agreements, including our senior revolving credit facility and the POI senior credit facility, may prevent us from applying funds to repurchase the notes.</p>
Use of proceeds	<p>We expect to receive net proceeds from this offering of approximately \$491.5 million, after deducting the underwriting discount and estimated offering expenses. We intend to use the net proceeds of this offering to repay borrowings under our senior revolving credit facility and for general corporate purposes, including the redemption of \$76.9 million aggregate principal amount of our 7% senior notes due 2017, or 2017 Notes, that remain outstanding.</p>
Form	<p>The notes will be represented by registered global securities registered in the name of Cede & Co., the nominee of the depository, The Depository Trust Company, or DTC. Beneficial interests in the notes will be shown on, and transfers will be effected through, records maintained by DTC and its participants.</p>
Risk factors	<p>See Risk factors for a discussion of the risk factors you should carefully consider before deciding to invest in the notes.</p>

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Conflicts of interest

Certain underwriters or their affiliates are lenders under our senior revolving credit facility and accordingly will receive a portion of the net proceeds from this offering through the repayment of the borrowings they have extended under our senior revolving credit facility. Because 5% or more of the net proceeds of this offering, not including underwriting compensation, may be paid to affiliates of certain of the underwriters, this offering will be made in accordance with Rule 5121 of the Financial Industry Regulatory Authority, or FINRA, which requires that a qualified independent underwriter, or QIU, participate in the preparation of the registration statement and prospectus and perform the usual standards of due diligence with respect thereto. Morgan Stanley & Co. LLC is assuming the responsibilities of acting as QIU in connection with this offering. We have agreed to indemnify Morgan Stanley & Co. LLC against certain liabilities incurred in connection with it acting as QIU in this offering, including liabilities under the Securities Act. For more information, see Underwriting; Conflicts of interest.

Table of Contents**Summary historical consolidated financial data**

The following table sets forth summary historical consolidated financial information that has been derived from our audited statements of income and cash flows for each of the years ended December 31, 2009, 2010 and 2011 and our audited balance sheets as of December 31, 2009, 2010 and 2011. You should read this financial information in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 31, 2011, as well as our historical financial statements and notes thereto, all of which are incorporated by reference into this document. Historical results are not necessarily indicative of results that may be expected for any future period.

(Dollars in thousands)	2009	Year ended December 31,	
		2010(1)	2011(2)
Income statement data:			
Revenues			
Oil and gas sales	\$ 1,185,124	\$ 1,542,367	\$ 1,956,876
Other operating revenues	2,006	2,228	7,612
	1,187,130	1,544,595	1,964,488
Costs and expenses			
Production costs	423,967	451,902	558,975
General and administrative	144,586	136,437	134,044
Depreciation, depletion, amortization and accretion	421,580	551,118	681,655
Impairment of oil and gas properties(3)		59,475	
Legal recovery	(87,272)	(8,423)	
Other operating expenses (income)	2,136	(4,130)	(735)
	904,997	1,186,379	1,373,939
Income from operations	282,133	358,216	590,549
Other income (expense)			
Interest expense	(73,811)	(106,713)	(161,316)
Debt extinguishment costs(4)	(12,093)	(1,189)	(120,954)
(Loss) gain on mark-to-market derivative contracts(5)	(7,017)	(60,695)	81,981
Loss on investment measured at fair value		(1,551)	(52,675)
Other income	27,968	15,942	3,356
Income before income taxes	217,180	204,010	340,941
Income tax expense	(80,875)	(100,745)	(134,262)
Net income	\$ 136,305	\$ 103,265	206,679
Net income attributable to noncontrolling interest in the form of preferred stock of subsidiary			(1,400)
Net income attributable to common stockholders			\$ 205,279

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(Dollars in thousands)	2009	Year ended December 31,	
		2010(1)	2011(2)
Other financial data:			
Net cash provided by operating activities	\$ 499,046	\$ 912,470	\$ 1,110,755
Net cash used in investing activities	(1,280,399)	(1,575,308)	(1,154,591)
Net cash provided by financing activities	471,337	667,413	456,500
EBITDA(6)	\$ 698,239	\$ 844,139	\$ 1,166,735
Ratio of earnings to fixed charges(7)	1.5	1.3	1.8

(Dollars in thousands)	2009	Year ended December 31,	
		2010(1)	2011(2)
Balance sheet data:			
Cash and cash equivalents	\$ 1,859	\$ 6,434	\$ 419,098
Total assets	7,734,731	8,894,937	9,791,472
Total liabilities	4,535,750	5,511,972	6,096,240
Total equity	\$ 3,198,981	\$ 3,382,965	\$ 3,695,232

(1) Reflects the December 2010 divestiture of our interests in all of our Gulf of Mexico leasehold located in less than 500 feet of water and the acquisition of oil and gas properties in the Eagle Ford oil and gas condensate windows in South Texas during the fourth quarter of 2010.

(2) Reflects the December 2011 divestiture of interests in our Texas Panhandle and South Texas conventional natural gas properties.

(3) During 2010, the costs related to our Vietnam oil and gas properties not subject to amortization were transferred to our Vietnam full cost pool where they were subject to the ceiling limitation. Because our Vietnam full cost pool had no associated proved oil and gas reserves, we recorded a non-cash pre-tax impairment charge of \$59.5 million.

(4) In December 2011, we recognized \$121.0 million of debt extinguishment costs, including \$30.9 million in unamortized debt issue costs and original issue discount, in connection with our debt retirement transactions.

(5) The derivative instruments we have in place are not classified as hedges for accounting purposes. Consequently, these derivative contracts are marked-to-market each quarter with fair value gains and losses, both realized and unrealized, recognized currently as a gain or loss on mark-to-market derivative contracts on the income statement.

(6) EBITDA represents net earnings before income taxes, interest expense, depreciation, depletion and amortization. EBITDA is a performance measure that is not calculated in accordance with generally accepted accounting principles, or GAAP, and should not be considered as an alternative to net income, income before taxes, net cash flow from operating activities or any other measure of financial performance presented in accordance with GAAP. We believe that EBITDA is a widely accepted financial indicator of a company's ability to incur and service debt and to fund capital expenditures used by debt holders, lenders, ratings agencies, industry analysts and financial statement users. Because EBITDA is commonly used, we believe it is useful in evaluating our operating trends and our ability to meet our interest obligations in connection with this offering. EBITDA calculations may vary among entities, so our computation of EBITDA may not be comparable to EBITDA or similar measures of other entities.

(7) In 2009 and in 2010, there were no outstanding shares of preferred stock. The following table provides a reconciliation of net income to EBITDA:

(Dollars in thousands)	2009	Year ended December 31,	
		2010(1)	2011(2)
Net income	\$ 136,305	\$ 103,265	\$ 206,679
Income tax expense	80,875	100,745	134,262
Interest expense	73,811	106,713	161,316
Depreciation, depletion and amortization	407,248	533,416	664,478
 EBITDA	 \$ 698,239	 \$ 844,139	 \$ 1,166,735

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EBITDA includes the following items of (expense) income:

(Dollars in thousands)	2009	Year ended December 31,	
		2010	2011
Impairment of oil and gas properties	\$	\$ (59,475)	\$
(Loss) gain on mark-to-market derivative contracts	(7,017)	(60,695)	81,981
Loss on investment measured at fair value		(1,551)	(52,675)
Stock-based compensation expense	(60,490)	(50,875)	(49,193)
Legal recovery	87,272	8,423	
Pre-acquisition date royalty recovery	23,501	8,121	
Debt extinguishment costs	(12,093)	(1,189)	(120,954)

Cash receipts (payments) for derivatives and stock appreciation rights, or SARS, were:

(Dollars in thousands)	2009	Year ended December 31,	
		2010	2011
Derivative settlements	\$ 449,443	\$ (29,921)	\$ (52,477)
Unwind of crude oil puts, swaps, and collars	1,074,361		(2,935)
SARs	(355)	(566)	(2,922)

Table of Contents**Summary historical reserve and operating data**

The following table sets forth certain information with respect to our consolidated oil and gas reserves as of December 31, 2009, 2010 and 2011 and production for the years ended December 31, 2009, 2010 and 2011. The 2011 reserve information included in this table is based upon (1) reserve reports prepared by the independent petroleum engineers of Netherland, Sewell & Associates, Inc., or NSA, (95% of proved reserve volumes and 40% of probable reserve volumes) and (2) reserve volumes prepared by us, which were not audited by an independent petroleum engineer (5% of proved reserve volumes and 60% of probable reserve volumes). The 2010 reserve information included in this table is based upon (1) reserve reports prepared by the independent petroleum engineers of NSA and Ryder Scott Company L.P., or Ryder Scott (collectively, 99% of proved reserve volumes) and (2) reserve volumes prepared by us, which were not audited by an independent petroleum engineer (1% of proved reserve volumes). In 2009, our reserves were based upon reserve reports prepared by NSA and Ryder Scott. The reserve volumes and values were determined using the methods prescribed by the SEC.

This information should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2011.

	2009	Year ended December 31,	
		2010	2011
Estimated net proved reserves (at end of period):			
Oil (MBbl)	214,030	223,268	244,030
Gas (MMcf)	873,108	1,157,070	1,001,311
Total (MBOE)	359,548	416,113	410,915
Percent oil	60%	54%	59%
Percent proved developed	64%	57%	55%
Standardized measure (\$/thousands)	\$ 2,224,839	\$ 3,093,135	\$ 5,134,181
Net reserve additions (including revisions) (MBOE)	98,039	98,518	81,005
Reserve life (years)	11.2	13.0	12.2
Sales:			
Oil and liquids (MBbl)	17,560	16,769	17,872
Gas (MMcf)	75,826	93,093	109,469
Total (MBOE)	30,198	32,285	36,117
Average sales price per unit before derivative transactions			
Oil and liquids (\$/Bbl)	\$ 51.43	\$ 68.14	\$ 85.53
Gas (\$/Mcf)	3.72	4.29	3.91
\$/BOE	39.25	47.77	54.18
Production Expenses(\$/BOE)(1)	14.03	14.00	15.47
Estimated net probable reserves (at end of period)(2):			
Oil (MBbl)			109,526
Gas (MMcf)			1,095,560
Total (MBOE)			292,119

(1) Includes ad valorem and production taxes of \$1.28, \$0.91 and \$1.53 for the years ended December 31, 2009, 2010 and 2011, respectively.

(2) 2011 is the first year we have reported probable reserves. Probable reserves are additional reserves that are less certain to be recovered than proved reserves, but which, together with proved reserves, are as likely as not to be recovered. In addition to the uncertainties inherent in estimating quantities and values of proved reserves, probable reserves may be assigned to areas where data control or interpretations of available data are less certain and are structurally higher than proved reserves if they are adjacent to the proved reservoirs.

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Risk factors

An investment in the notes involves risks. You should consider carefully the risk factors included below and under the caption Risk factors beginning on page 1 of the accompanying prospectus, as well as those discussed under the caption Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2011, together with all of the other information included in, or incorporated by reference into, this prospectus supplement and the accompanying prospectus, when evaluating an investment in the notes.

Risks relating to the notes

We may not be able to generate enough cash flow to meet our debt obligations.

We expect our earnings and cash flow to vary significantly from year to year due to the cyclical nature of our industry. As a result, the amount of debt that we can manage in some periods may not be appropriate for us in other periods. In addition, our future cash flow may be insufficient to meet our debt obligations and commitments, including the notes. Any insufficiency could negatively impact our business. A range of economic, competitive, business and industry factors will affect our future financial performance, and, as a result, our ability to generate cash flow from operations and to pay our debt, including the notes. Many of these factors, such as oil and gas prices, economic and financial conditions in our industry and the global economy or competitive initiatives of our competitors, are beyond our control.

If we do not generate enough cash flow from operations to satisfy our debt obligations, we may have to undertake alternative financing plans, such as:

- refinancing or restructuring our debt;
- selling assets;
- reducing or delaying capital investments; or
- seeking to raise additional capital.

However, any alternative financing plans that we undertake may not allow us to meet our debt obligations. Our inability to generate sufficient cash flow to satisfy our debt obligations, including our obligations under the notes, or to obtain alternative financing, could materially and adversely affect our business, financial condition, results of operations and prospects.

Our debt could have important consequences to you. For example, it could:

- increase our vulnerability to general adverse economic and industry conditions;

- limit our ability to fund future working capital and capital expenditures, to engage in future acquisitions or development activities, or to otherwise realize the value of our assets and opportunities fully because of the need to dedicate a substantial portion of our cash flow from operations to payments of interest and principal on our debt or to comply with any restrictive terms of our debt;

- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;

- impair our ability to obtain additional financing in the future; and

- place us at a competitive disadvantage compared to our competitors that have less debt.

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In addition, if we fail to comply with the covenants or other terms of any agreements governing our debt, our lenders will have the right to accelerate the maturity of that debt and foreclose upon the collateral, if any, securing that debt. Realization of any of these factors could adversely affect our financial condition.

The notes and the guarantees will be unsecured and effectively subordinated to our and our subsidiary guarantors existing and future secured indebtedness and structurally subordinated to any existing or future indebtedness and other liabilities of our non-guarantor subsidiaries.

The notes and the guarantees will be general unsecured senior obligations ranking effectively junior in right of payment to all existing and future secured debt of ours and that of each subsidiary guarantor, including obligations under our senior revolving credit facility and the POI senior credit facility, to the extent of the value of the collateral securing the debt, and will be subordinate in right of payment to any existing or future indebtedness and other liabilities and preferred stock of our non-guarantor subsidiaries, including the shares of 8% convertible perpetual preferred stock issued by POI. As of December 31, 2011, on an as adjusted basis after giving effect to the issuance and sale of the notes and the application of the proceeds thereof as set forth under Use of proceeds, we would have had total indebtedness of approximately \$3.77 billion (\$324.2 million of which would have been secured), excluding approximately \$1.2 million in letters of credit outstanding under our senior revolving credit facility, and we would have had approximately \$1.08 billion and \$300 million in additional secured borrowing capacity under our senior revolving credit facility and the POI senior credit facility, respectively. In addition, our subsidiary POI, which will not guarantee the notes, has 450,000 shares of 8% convertible perpetual preferred stock outstanding, with an aggregate liquidation preference of at least \$562.5 million plus accrued and unpaid dividends. For more information regarding this liquidation preference, see Liquidity and Capital Resources in our Annual Report on Form 10-K for the year ended December 31, 2011.

If we or a subsidiary guarantor is declared bankrupt, becomes insolvent or is liquidated or reorganized, any secured debt of ours or that subsidiary guarantor will be entitled to be paid in full from our assets or the assets of the guarantor, as applicable, securing that debt before any payment may be made with respect to the notes or the affected guarantees. Holders of the notes will participate ratably in our remaining assets with all holders of our unsecured indebtedness that does not rank junior to the notes, including all of our other general creditors, based upon the respective amounts owed to each holder or creditor. In any of the foregoing events, there may not be sufficient assets to pay amounts due on the notes. As a result, holders of the notes would likely receive less, ratably, than holders of secured indebtedness.

In addition, creditors of current and future subsidiaries that do not guarantee the notes will have claims, with respect to the assets of those subsidiaries, that rank structurally senior to the notes. In the event of any distribution or payment of assets of such subsidiaries in any dissolution, winding up, liquidation, reorganization, or other bankruptcy proceeding, the claims of those creditors must be satisfied prior to making any such distribution or payment to Plains in respect of its direct or indirect equity interests in such subsidiaries.

We may be able to incur substantially more debt. This could exacerbate the risks associated with our indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. As of December 31, 2011, on an as adjusted basis after giving effect to the issuance and sale of

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the notes and the application of the proceeds thereof as set forth under Use of proceeds, there would have been approximately \$1.08 billion and \$300 million in additional secured borrowing capacity under our senior revolving credit facility and the POI senior credit facility, respectively. Any additional borrowings would be secured and, as a result, effectively senior to the notes and the guarantees of the notes by our subsidiary guarantors, to the extent of the value of the collateral securing that indebtedness. In addition, the holders of our previously issued 6^{3/4}% senior notes due 2022 (of which \$1,000 million in principal is outstanding), the holders of our previously issued 6^{5/8}% senior notes due 2021 (of which \$600 million in principal amount is outstanding), the holders of our previously issued 7^{5/8}% senior notes due 2020 (of which \$300 million in principal amount is outstanding), the holders of our previously issued 8^{5/8}% senior notes due 2019 (of which \$400 million in principal amount is outstanding), the holders of our previously issued 7^{5/8}% senior notes due 2018 (of which \$400 million in principal amount is outstanding), the holders of our previously issued 7% senior notes due 2017 (of which \$76.9 million in principal amount is outstanding) and the holders of our previously issued 10% senior notes due 2016 (of which \$184.9 million in principal amount is outstanding) and the holders of our previously issued 7^{3/4}% senior notes due 2015 (of which \$79.3 million in principal amount is outstanding), as well as the holders of any future debt we may incur that ranks equally with the notes, will be entitled to share ratably with the holders of the notes in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of us. This may have the effect of reducing the amount of proceeds paid to you.

If new debt is added to our current debt levels, the related risks that we and our subsidiaries now face could intensify. As of December 31, 2011, on an as adjusted basis after giving effect to the issuance and sale of the notes and the application of the proceeds thereof as set forth under Use of proceeds, we would have had total indebtedness of approximately \$3.77 billion (\$324.2 million of which would have been secured), excluding approximately \$1.2 million in letters of credit outstanding under our senior revolving credit facility. Our level of indebtedness may prevent us from engaging in certain transactions that might otherwise be beneficial to us by limiting our ability to obtain additional financing, limiting our flexibility in operating our business or otherwise. In addition, we could be at a competitive disadvantage relative to our less leveraged competitors that have more cash flow to devote to their business. Any of these factors could result in a material adverse effect on our business, financial condition, results of operations, business prospects and ability to satisfy our obligations under the notes.

Restrictions in our existing and future debt agreements could limit our growth and our ability to respond to changing conditions.

The indenture governing the notes and each series of our existing notes, our senior revolving credit facility and agreements governing our other indebtedness contain a number of significant covenants in addition to covenants restricting the incurrence of additional debt. These covenants limit our ability and the ability of our restricted subsidiaries, among other things, to:

- pay dividends or distributions on our capital stock or to repurchase our capital stock;
- repurchase subordinated debt;
- make certain investments;
- create certain liens on our assets to secure debt;
- merge or to enter into other business combination transactions;
- issue and sell capital stock of our subsidiaries;
- enter into certain transactions with affiliates; and
- transfer and sell assets.

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Our senior revolving credit facility requires us, among other things, to maintain a financial ratio, satisfy certain financial condition tests or reduce our debt. These restrictions also limit our ability to obtain future financings, withstand a future downturn in our business or the economy in general, or otherwise conduct necessary corporate activities. We may also be prevented from taking advantage of business opportunities that arise because of the limitations that the restrictive covenants under the indenture governing the notes and our existing indentures and senior revolving credit facility impose on us.

A breach of any covenant in the indenture governing the notes, our senior revolving credit facility, the POI senior credit facility or the agreements governing our other indebtedness would result in a default under that agreement after any applicable grace periods. A default, if not waived, could result in acceleration of the debt outstanding under the agreement and in a default with respect to, and acceleration of, the debt outstanding under any other debt agreements. The accelerated debt would become immediately due and payable. If that should occur, we may not be able to make all of the required payments or borrow sufficient funds to refinance it. Even if new financing were then available, it may not be on terms that are acceptable to us. See Description of our other indebtedness and Description of notes Events of default.

We may not be able to repurchase the notes upon a change of control.

If we experience certain kinds of changes of control coupled with a ratings downgrade with respect to the notes, we must give holders of the notes the opportunity to sell us their notes at 101% of their principal amount, *plus* accrued and unpaid interest. However, in such an event, we might not be able to pay you the required repurchase price for the notes you present to us because we might not have sufficient funds available at that time, or the terms of our bank credit agreements, including our senior revolving credit facility and the POI senior credit facility, may prevent us from applying funds to repurchase the notes. The source of funds for any repurchase required as a result of a change of control will be our available cash or cash generated from our oil and gas operations or other sources, including:

- borrows under our credit facilities or other sources;
- sales of assets; or
- sales of equity.

Sufficient funds may not be available at the time of any change of control to repurchase your notes after first repaying any of our senior debt that may exist at the time. In addition, restrictions under our senior revolving credit facility will not allow such repurchases prior to the repayment in full of borrowings under the senior revolving credit facility. A change of control (as defined in the indenture governing the notes) will also be an event of default under our senior revolving credit facility that would permit the lenders to accelerate the debt outstanding under the senior revolving credit facility and the POI senior credit facility. Any future credit facilities may also contain such restrictions. Finally, using available cash to fund the potential consequences of a change of control may impair our ability to obtain additional financing in the future, which could negatively impact our ability to conduct our business operations.

A financial failure by us or our subsidiaries may result in the assets of any or all of those entities becoming subject to the claims of all creditors of those entities.

A financial failure by us or our subsidiaries could affect payment of the notes if a bankruptcy court were to substantively consolidate us and our subsidiaries. If a bankruptcy court

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substantively consolidated us and our subsidiaries, the assets of each entity would be subject to the claims of creditors of all entities. This would expose you not only to the usual impairments arising from bankruptcy, but also to potential dilution of the amount ultimately recoverable because of the larger creditor base. Furthermore, forced restructuring of the notes could occur through the cram-down provision of the bankruptcy code. Under this provision, the notes could be restructured over your objections as to their general terms, primarily interest rate and maturity.

If the subsidiary guarantees are deemed fraudulent conveyances or preferential transfers, a court may subordinate or void them.

Under various fraudulent conveyance or fraudulent transfer laws, a court could subordinate or void our subsidiary guarantees. Generally, a United States court may void or subordinate a subsidiary guarantee in favor of the subsidiary's other obligations if it finds that at the time the subsidiary entered into a subsidiary guarantee it:

intended to hinder, delay or defraud any present or future creditor or contemplated insolvency with a design to favor one or more creditors to the exclusion of others;

did not receive fair consideration or reasonably equivalent value for issuing the subsidiary guarantee;

was insolvent or became insolvent as a result of issuing the subsidiary guarantee;

was engaged or about to engage in a business or transaction for which the remaining assets of the subsidiary constituted unreasonably small capital; or

intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they matured.

In addition, a guarantee may be voided based on the level of benefits that the subsidiary guarantor received compared to the amount of the subsidiary guarantee. If a subsidiary guarantee is voided or held unenforceable, you would not have any claim against that subsidiary and would be creditors solely of us and any subsidiary guarantors whose guarantees are not held unenforceable. After providing for all prior claims, there may not be sufficient assets to satisfy claims of holders of notes relating to any voided portions of any of the subsidiary guarantees.

There is a risk of a preferential transfer if:

a subsidiary guarantor declares bankruptcy or its creditors force it to declare bankruptcy within 90 days (or in certain cases, one year) after a payment on the guarantee; or

a subsidiary guarantee was made in contemplation of insolvency.

The subsidiary guarantee could be voided by a court as a preferential transfer. In addition, a court could require holders of notes to return any payments made on the notes during the 90-day (or, in certain cases, one-year) period.

Your ability to transfer the notes may be limited by the absence of an active trading market, and an active trading market may not develop for the notes.

The notes are a new issue of securities for which there is no established trading market. An active trading market may not develop for the notes. Historically, the market for non-investment grade

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debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. The market, if any, for the notes may not be free from similar disruptions and any such disruptions may adversely affect the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our operating performance and financial condition and other factors.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our senior revolving credit facility and the POI senior credit facility bear interest at variable rates and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase although the amount borrowed remained the same, and our net income and cash available for servicing our indebtedness would decrease.

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Use of proceeds

We expect to receive net proceeds from this offering of approximately \$491.5 million, after deducting the underwriting discount and estimated offering expenses. We intend to use the net proceeds of this offering to repay borrowings under our senior revolving credit facility and for general corporate purposes, including the redemption of \$76.9 million aggregate principal amount of our 2017 Notes that remain outstanding. Amounts borrowed under our senior revolving credit facility were used for general corporate purposes, including capital expenditures and stock repurchases. As of December 31, 2011, the outstanding balance under our senior revolving credit facility was \$735 million (excluding \$1.2 million in letters of credit), bearing an effective interest rate of 2.08%. Our senior revolving credit facility matures May 4, 2016.

Certain underwriters or their affiliates are lenders under our senior revolving credit facility and, accordingly, will receive a portion of the net proceeds from this offering through repayment of the borrowings they have extended under our senior revolving credit facility. See Underwriting; Conflicts of interest.

Our disclosure in this prospectus supplement of our intention to redeem the 2017 Notes does not constitute a notice of redemption of such notes.

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Table of Contents**Capitalization**

The following table sets forth our capitalization and cash balance as of December 31, 2011:

on a consolidated historical basis; and

as adjusted to reflect the issuance and sale of \$500,000,000 in aggregate principal amount of notes in this offering and application of the estimated net proceeds to repay borrowings under our senior revolving credit facility and for general corporate purposes, including to redeem the outstanding 2017 Notes.

You should read our historical financial statements and notes that are incorporated by reference into this prospectus supplement.

(Dollars in thousands)	Historical	At December 31, 2011 As adjusted
Cash and cash equivalents	\$ 419,098	\$ 419,098
Long-term debt:		
Senior revolving credit facility(1)	735,000	324,197
POI senior credit facility(2)		
7 ³ / ₄ % senior notes due 2015	79,281	79,281
10% senior notes due 2016(3)	175,385	175,385
7% senior notes due 2017(4)	76,901	
7 ⁵ / ₈ % senior notes due 2018	400,000	400,000
8 ⁵ / ₈ % senior notes due 2019(5)	394,385	394,385
New senior notes offered hereby due 2019		500,000
7 ⁵ / ₈ % senior notes due 2020	300,000	300,000
6 ⁵ / ₈ % senior notes due 2021	600,000	600,000
6 ³ / ₄ % senior notes due 2022	1,000,000	1,000,000
Total long-term debt	3,760,952	3,773,248
Stockholders' equity(6)	3,264,636	3,262,576
Noncontrolling Interest:		
Preferred stock of subsidiary	430,596	430,596
Total Equity	3,695,232	3,693,172
Total capitalization	\$ 7,456,184	\$ 7,466,420

(1) As of December 31, 2011, we had commitments under our senior revolving credit facility of \$1.4 billion, of which \$664 million was available.

(2) As of December 30, 2011, the POI senior credit facility had \$300 million in commitments and no outstanding borrowings.

(3) The balance is reflected net of unamortized discount of \$9.5 million.

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- (4) Assumes that the entire principal amount of the 7% senior notes due 2017 is redeemed at a redemption price of 103.5%, which includes estimated accrued interest of \$1.1 million.
- (5) The balance is reflected net of unamortized discount of \$5.6 million.
- (6) Retained earnings has been reduced by an estimated after-tax loss of \$2.1 million and includes the write-off of \$377 thousand in deferred financing charges related to the redemption of 2017 Notes, assuming the redemption occurred on May 29, 2012.

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The following table sets forth our ratio of earnings to fixed charges for the periods indicated on a consolidated historical basis.

	2009	Year ended December 31,	
		2010	2011
Pre-tax income from continuing operations before adjustment for minority interests in consolidated subsidiaries or income or loss from equity investees	\$ 217,180	\$ 204,010	\$ 340,941
Fixed charges (see below)	202,737	250,940	295,836
Amortization of capitalized interest	7,606	9,010	16,176
Interest capitalized	(116,231)	(130,892)	(117,367)
Preference security dividend of subsidiary			(2,310)
Total adjusted earnings available for payment of fixed charges	311,292	333,068	533,276
Fixed charges(a)			
Interest expense	73,811	106,713	161,316
Interest capitalized	116,231	130,892	117,367
Amortization of debt-related expenses	8,355	9,240	10,765
Rental expense representative of interest factor	4,340	4,095	4,078
Preference security dividend of subsidiary			2,310
Total fixed charges	\$ 202,737	\$ 250,940	\$ 295,836
Ratio of earnings to fixed charges	1.5	1.3	1.8

(a) In 2009 and in 2010, there were no outstanding shares of preferred stock.

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Description of our other indebtedness

Senior revolving credit facility

At December 31, 2011, we had approximately \$664 million of borrowing capacity available under our senior revolving credit facility, which had aggregate commitments of \$1.4 billion and a borrowing base of \$1.8 billion. In February 2012, our borrowing base increased to \$2.3 billion. The borrowing base is redetermined on an annual basis, with us and the lenders each having the right to one annual interim unscheduled redetermination, and adjusted based on our oil and gas properties, reserves, other indebtedness and other relevant factors. The terms of our senior revolving credit facility require that the borrowing base be automatically reduced by an amount equal to the product of 0.25 and the stated principal amount of any note issuance. However, the borrowing base will not be reduced by any proceeds from this offering that are used within 75 days to repay any senior notes. Additionally, our bank group under our senior revolving credit facility has approved our request that the existing \$2.3 billion borrowing base not be reduced. Our senior revolving credit facility is secured by at least 75% of the total present value of our proved oil and gas properties.

The commitments of each lender to make loans to us under our senior revolving credit facility are several and not joint. Accordingly, if any lender fails to make loans to us, our available liquidity could be reduced by an amount up to the aggregate amount of such lender's commitments under our senior revolving credit facility. The commitments are from a diverse syndicate of 21 lenders with no single lender's commitment representing more than 9% of the total commitments.

Our senior revolving credit facility, as amended, contains negative covenants that limit our ability, as well as the ability of our restricted subsidiaries, among other things, to incur additional debt, pay dividends on stock, make distributions of cash or property, change the nature of our business or operations, redeem stock or redeem debt, make investments, create liens, enter into leases, dispose of assets, sell capital stock of subsidiaries, guarantee other indebtedness, enter into agreements that restrict dividends from subsidiaries, enter into certain types of swap agreements, enter into take-or-pay or other prepayment arrangements, merge or consolidate and enter into transactions with affiliates. In addition, we are required to maintain a ratio of debt to EBITDAX (as defined) of no greater than 4.50 to 1.00.

POI senior credit facility

The POI senior credit facility is guaranteed on a senior basis by PXP and certain of its subsidiaries, and is secured on a *pari passu* basis by liens on the same collateral that secures the senior revolving credit facility. Plains Offshore is subject to certain affirmative and negative covenants, including restrictions on liens and incurring other indebtedness, as well as customary events of default, including a cross-default to our senior revolving credit facility.

Short-term credit facility

We have an uncommitted short-term unsecured credit facility, or short-term facility, under which we may make borrowings from time to time until June 1, 2012, not to exceed at any time the maximum principal amount of \$75.0 million. No advance under the short-term facility may have a term exceeding fourteen days and all amounts outstanding are due and payable no later than

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June 1, 2012. Each advance under the short-term facility shall bear interest at a rate per annum mutually agreed on by the bank and us. No amounts were outstanding under the short-term facility at December 31, 2011.

6³/₄% senior notes due 2022

We have \$1 billion aggregate principal amount of 6³/₄% senior notes due 2022 outstanding and pay interest semi-annually on February 1 and August 1 of each year. These notes will mature on February 1, 2022.

We may, at our option, redeem all or part of these notes at any time prior to February 1, 2017 at the make-whole price set forth in the applicable supplemental indenture, and on or after such date at fixed redemption prices, *plus* accrued and unpaid interest, if any, to the date of redemption.

At any time before February 1, 2015, we may redeem up to 35% of these notes with money that we raise in equity offerings at a redemption price of 106.75% of the principal amount of the notes redeemed, *plus* accrued and unpaid interest, as long as:

at least 65% of the aggregate principal amount of the notes issued remains outstanding after the redemption; and

we redeem such notes within 180 days of completing the equity offering.

We issued our outstanding 6³/₄% senior notes pursuant to the same indenture that will govern the notes offered by this prospectus supplement. Except as described in the immediately preceding three paragraphs, the covenants and provisions governing our outstanding 6³/₄% senior notes are substantially identical to those governing the notes offered by this prospectus supplement.

6⁵/₈% senior notes due 2021

We have \$600 million aggregate principal amount of 6⁵/₈% senior notes due 2021 outstanding and pay interest semi-annually on May 1 and November 1 of each year. These notes will mature on May 1, 2021.

We may, at our option, redeem all or part of these notes at any time prior to May 1, 2016 at the make-whole price set forth in the applicable supplemental indenture, and on or after such date at fixed redemption prices, *plus* accrued and unpaid interest, if any, to the date of redemption.

At any time before May 1, 2014, we may redeem up to 35% of these notes with money that we raise in equity offerings at a redemption price of 106.625% of the principal amount of the notes redeemed, *plus* accrued and unpaid interest, as long as:

at least 65% of the aggregate principal amount of the notes issued remains outstanding after the redemption; and

we redeem such notes within 180 days of completing the equity offering.

We issued our outstanding 6⁵/₈% senior notes pursuant to the same indenture that will govern the notes offered by this prospectus supplement. Except as described in the immediately preceding three paragraphs, the covenants and provisions governing our outstanding 6⁵/₈%

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senior notes are substantially identical to those governing the notes offered by this prospectus supplement.

7⁵/₈% senior notes due 2020

We have \$300 million aggregate principal amount of 7⁵/₈% senior notes due 2020 outstanding and pay interest semi-annually on April 1 and October 1 of each year. These notes will mature on April 1, 2020.

We may, at our option, redeem all or part of these notes at any time prior to April 1, 2015 at the make-whole price set forth in the applicable supplemental indenture, and on or after such date at fixed redemption prices, *plus* accrued and unpaid interest, if any, to the date of redemption.

At any time before April 1, 2013, we may redeem up to 35% of these notes with money that we raise in equity offerings at a redemption price of 107.625% of the principal amount of the notes redeemed, *plus* accrued and unpaid interest, as long as:

at least 65% of the aggregate principal amount of the notes issued remains outstanding after the redemption; and

we redeem such notes within 180 days of completing the equity offering.

We issued our outstanding 7⁵/₈% senior notes pursuant to the same indenture that will govern the notes offered by this prospectus supplement. Except as described in the immediately preceding three paragraphs, the covenants and provisions governing our outstanding 7⁵/₈% senior notes are substantially identical to those governing the notes offered by this prospectus supplement.

8⁵/₈% senior notes due 2019

We have \$400 million aggregate principal amount of 8⁵/₈% senior notes due 2019 outstanding and pay interest semi-annually on April 15 and October 15 of each year. These notes will mature on October 15, 2019.

We may, at our option, redeem all or part of these notes at any time prior to October 15, 2014 at the make-whole price set forth in the applicable supplemental indenture, and on or after such date at fixed redemption prices, *plus* accrued and unpaid interest, if any, to the date of redemption.

At any time before October 15, 2012, we may redeem up to 35% of these notes with money that we raise in equity offerings at a redemption price of 108.625% of the principal amount of the notes redeemed, *plus* accrued and unpaid interest, as long as:

at least 65% of the aggregate principal amount of the notes issued remains outstanding after the redemption; and

we redeem such notes within 180 days of completing the equity offering.

We issued our outstanding 8⁵/₈% senior notes pursuant to the same indenture that will govern the notes offered by this prospectus supplement. Except as described in the immediately preceding three paragraphs, the covenants and provisions governing our outstanding 8⁵/₈% senior notes are substantially identical to those governing the notes offered by this prospectus supplement.

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7⁵/₈% senior notes due 2018

We have \$400 million aggregate principal amount of 7⁵/₈% senior notes due 2018 outstanding and pay interest semi-annually on June 1 and December 1 of each year. These notes will mature on June 1, 2018.

We may, at our option, redeem all or part of these notes at any time prior to June 1, 2013 at the make-whole price set forth in the applicable supplemental indenture, and on or after such date at fixed redemption prices, *plus* accrued and unpaid interest, if any, to the date of redemption.

We issued our outstanding 7⁵/₈% senior notes pursuant to the same indenture that will govern the notes offered by this prospectus supplement. Except as described in the immediately preceding three paragraphs, the covenants and provisions governing our outstanding 7⁵/₈% senior notes are substantially identical to those governing the notes offered by this prospectus supplement.

7% senior notes due 2017

In December 2011, pursuant to a tender offer, we retired \$423.1 million of the \$500 million outstanding principal amount of our 7% senior notes due 2017. We have \$76.9 million aggregate principal amount of our 7% senior notes outstanding and pay interest semi-annually on March 15 and September 15 of each year. These notes will mature on March 15, 2017.

We may, at our option, redeem all or part of these notes at fixed redemption prices, *plus* accrued and unpaid interest, if any, to the date of redemption.

We issued our outstanding 7% senior notes pursuant to the same indenture that will govern the notes offered by this prospectus supplement. Except as described in the immediately preceding paragraphs, the covenants and provisions governing our outstanding 7% senior notes are substantially identical to those governing the notes offered by this prospectus supplement.

10% senior notes due 2016

In December 2011, pursuant to a tender offer, we retired \$380.1 million of the \$565 million outstanding principal amount of our 10% senior notes due 2016. We have \$184.9 million aggregate principal amount of our 10% senior notes outstanding and pay interest semi-annually on March 1 and September 1 of each year. These notes will mature on March 1, 2016.

We may, at our option, redeem all or part of these notes at any time prior to March 1, 2013 at the make-whole price set forth in the applicable supplemental indenture, and on or after such date at fixed redemption prices, *plus* accrued and unpaid interest, if any, to the date of redemption.

We issued our outstanding 10% senior notes pursuant to the same indenture that will govern the notes offered by this prospectus supplement. Except as described in the immediately preceding paragraphs, the covenants and provisions governing our outstanding 10% senior notes are substantially identical to those governing the notes offered by this prospectus supplement.

7³/₄% senior notes due 2015

In December 2011, pursuant to a tender offer, we retired \$520.7 million of the \$600 million outstanding principal amount of our 7³/₄% senior notes due 2015. We have \$79.3 million

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aggregate principal of 7³/₄% senior notes outstanding and pay interest semi-annually on June 15 and December 15 of each year. These notes will mature on June 15, 2015.

We may, at our option, redeem all or part of these notes at fixed redemption prices, *plus* accrued and unpaid interest, if any, to the date of redemption.

We issued our outstanding 7³/₄% senior notes pursuant to the same indenture that will govern the notes offered by this prospectus supplement. Except as described in the immediately preceding paragraphs, the covenants and provisions governing our outstanding 7³/₄% senior notes are substantially identical to those governing the notes offered by this prospectus supplement.

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Description of notes

The following description of the particular terms of the notes supplements the general description of the debt securities included in the accompanying prospectus. You should review this description together with the description of the debt securities included in the accompanying prospectus. To the extent this description is inconsistent with the description in the accompanying prospectus, this description will control and replace the inconsistent description in the accompanying prospectus.

You can find the definitions of certain terms used in this description of notes under the subheading **Definitions**. As used in this description, the words **Plains**, **we**, **us** and **our** refer to Plains Exploration & Production Company, and not to any of its subsidiaries or affiliates.

We have entered into an indenture dated March 13, 2007, which we refer to as the **base indenture**, between us and Wells Fargo Bank, N.A., as trustee, pursuant to which we may issue multiple series of debt securities from time to time. We issued our 7% senior notes due 2017 pursuant to the first supplemental indenture to that base indenture, we issued our 7³/₄% senior notes due 2015 pursuant to the third supplemental indenture to that base indenture, we issued our 7⁵/₈% senior notes due 2018 pursuant to the seventh supplemental indenture to that base indenture, we issued our 10% senior notes due 2016 pursuant to the ninth supplemental indenture to that base indenture, we issued our 8⁵/₈% senior notes due 2019 pursuant to the tenth supplemental indenture to that base indenture, we issued our 7⁵/₈% senior notes due 2020 pursuant to the eleventh supplemental indenture to that base indenture, we issued our 6⁵/₈% senior notes due 2021 pursuant to the twelfth supplemental indenture to that base indenture, and we issued our 6³/₄% senior notes due 2022 pursuant to the thirteenth supplemental indenture to that base indenture. We will issue the notes offered hereby under the base indenture, as amended and supplemented by a fourteenth supplemental indenture to be entered into among us, the Subsidiary Guarantors and the trustee, setting forth the specific terms of such notes due 2019. In this description, when we refer to the **indenture**, we mean the base indenture as so amended and supplemented by the fourteenth supplemental indenture.

We have summarized some of the material provisions of the notes and the indenture below. The summary supplements the description of the indenture contained in the accompanying prospectus, and we encourage you to read that description for additional material provisions that may be important to you. We also urge you to read the indenture because it, and not this description, defines your rights as a holder of notes. You may request copies of the indenture from us as set forth under **Where You Can Find More Information** in the accompanying prospectus. Capitalized terms defined in the accompanying prospectus and the indenture have the same meanings when used in this prospectus supplement. The terms of the notes include those expressly set forth in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended.

The registered holder of any note will be treated as the owner of it for all purposes. Only registered holders will have rights under the indenture.

Brief description of the notes and the subsidiary guarantees

The notes

The notes will:

be general unsecured, senior obligations of Plains;

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rank senior in right of payment to all existing and future subordinated Indebtedness of Plains;

be *pari passu* in right of payment with any existing and future senior Indebtedness of Plains that is not by its terms subordinated to the notes;

rank effectively junior to Plains existing and future secured Indebtedness, including Indebtedness under the Senior Credit Agreement and our guarantee of the debt facility, dated November 18, 2011, among Plains Offshore Operations Inc., as borrower, each of the lenders that is a signatory thereto, and JPMorgan Chase Bank, N.A., as administrative agent, or the POI Credit Agreement, to the extent of the assets of Plains constituting collateral securing that Indebtedness;

be unconditionally guaranteed by the Subsidiary Guarantors on a senior unsecured basis; and

be structurally junior to all existing and future Indebtedness and other liabilities and preferred stock of Plains non-guarantor Subsidiaries (other than Indebtedness and liabilities owed to Plains or any Subsidiary Guarantor), including the shares of 8% convertible perpetual preferred stock issued by POI.

As of December 31, 2011, on an as adjusted basis after giving effect to the issuance and sale of the notes and the application of the proceeds thereof as set forth under Use of proceeds, Plains would have had approximately \$1.2 billion in letters of credit and approximately \$3.77 billion of other Indebtedness outstanding, and approximately \$1.08 billion would have been available for borrowing under the Senior Credit Agreement and \$300 million would have been available for borrowing under the POI Credit Agreement. In addition, our subsidiary POI, which will not guarantee the notes, has 450,000 shares of 8% convertible perpetual preferred stock outstanding, with an aggregate liquidation preference of at least \$562.5 million plus accrued and unpaid dividends. For more information regarding this liquidation preference, see Liquidity and Capital Resources in our Annual Report on Form 10-K for the year ended December 31, 2011.

The subsidiary guarantees

The notes will be guaranteed initially on a senior basis by some of our existing domestic Restricted Subsidiaries. In the future, we will not be required to cause any domestic subsidiary to guarantee the notes, unless that domestic subsidiary is a Restricted Subsidiary and provides a guarantee or other credit support in respect of our Indebtedness in excess of \$10.0 million or Indebtedness of any Subsidiary Guarantor in excess of \$10.0 million.

Each guarantee of the notes will:

be a general unsecured obligation of the Subsidiary Guarantor;

rank senior in right of payment to all existing and future subordinated Indebtedness of that Subsidiary Guarantor;

rank *pari passu* in right of payment with any existing and future senior unsecured Indebtedness of that Subsidiary Guarantor; and

rank effectively junior to that Subsidiary Guarantor's existing and future secured Indebtedness, including its guarantee of Indebtedness under the Senior Credit Agreement, to the extent of the value of the assets of such Subsidiary Guarantor constituting collateral securing that Indebtedness.

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As of December 31, 2011, on a pro forma basis after giving effect to the issuance and sale of the notes and the application of the proceeds thereof as set forth under Use of proceeds, the Subsidiary Guarantors would have had approximately \$3.77 billion in total combined consolidated Indebtedness outstanding, and approximately \$1.08 billion would have been available for borrowing under the Senior Credit Agreement, which is guaranteed by the Subsidiary Guarantors, and approximately \$300 million would have been available for borrowing under the POI Credit Agreement.

As of the Issue Date, only Arguello Inc., Latigo Petroleum, Inc., Plains Acquisition Corporation, Plains Resources Inc., Pogo Partners, Inc., Pogo Producing Company LLC, PXP Aircraft LLC, PXP Gulf Coast LLC, PXP Louisiana L.L.C. and PXP Louisiana Operations LLC will guarantee the notes.

Not all of our existing or future subsidiaries are required to guarantee the notes. Unrestricted Subsidiaries will not be required to guarantee the notes. The notes will not be guaranteed by any foreign subsidiaries, unless we cause those foreign subsidiaries to provide a guarantee or other credit support in respect of our Indebtedness in excess of \$10.0 million or Indebtedness of any Subsidiary Guarantor in excess of \$10.0 million. Also, we will not be required to cause any domestic subsidiary that we create or acquire in the future to guarantee the notes, unless that future domestic subsidiary is a Restricted Subsidiary and provides a guarantee or other credit support in respect of our Indebtedness in excess of \$10.0 million or Indebtedness of any Subsidiary Guarantor in excess of \$10.0 million. See Covenants Future subsidiary guarantors for more detail regarding the requirement to cause certain Subsidiaries to guarantee the notes.

In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor subsidiaries, the non-guarantor subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to us.

The indenture will permit us and our Subsidiaries to incur additional Indebtedness, including senior secured Indebtedness under the Senior Credit Agreement. The indenture does not impose any limitation on the incurrence by our subsidiaries of liabilities that are not considered Indebtedness.

As of the Issue Date, all of our Subsidiaries, other than Arroyo Grande Land Company, LLC, Lompoc Land Company LLC and Montebello Land Company LLC, will be Restricted Subsidiaries. However, under the circumstances described below under the caption Covenants Designation of restricted and unrestricted subsidiaries, we will be permitted to designate additional Subsidiaries as Unrestricted Subsidiaries. Our Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the indenture, and will not guarantee the notes.

Principal, maturity and interest

We will issue notes having an aggregate principal amount of \$500 million in this offering. Upon issuance of notes in this offering, the indenture will provide that subject to compliance with the covenant described in Covenants Incurrence of indebtedness and issuance of preferred stock, we may issue additional notes (the *Additional Notes*) without limitation as to aggregate principal amount.

If after consummation of this offering, we issue any Additional Notes, those Additional Notes will have terms and conditions identical to the notes issued in this offering, will be treated as part of the same series of debt securities as the notes offered hereby and will vote on all matters with the notes offered in this offering.

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The notes will mature on _____, 2019. The notes will be issued in denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000.

Interest on the notes will accrue at the rate of _____ % per annum. Interest will be payable semiannually in arrears on _____ and _____, commencing on _____, 2012. We will make each interest payment to the holders of record of the notes on the immediately preceding _____ and _____.

Notwithstanding the foregoing paragraph, upon any failure by Plains for 60 days to comply with the covenant described under the caption "Covenants Reports," the interest rate on the notes will increase by 50 basis points (0.5%) and remain at such increased rate thereafter but only for so long as there is a Default under such covenant, and upon resumption of compliance by Plains with such covenant, the interest rate on the notes will be reset at the initial rate applicable thereto on the Issue Date. Interest on overdue principal and interest on overdue interest, if any, will accrue at the applicable interest rate on the notes.

Interest will accrue from the Issue Date or, if interest has already been paid, from the date it was most recently paid. Interest on the notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of receiving payments on the notes

If a holder of notes has given wire transfer instructions to Plains, Plains will pay all principal, interest and premium, if any, on that holder's notes in accordance with those instructions. All other payments on the notes will be made at the office or agency of the paying agent and registrar unless we elect to make interest payments by check mailed to the noteholders at their address set forth in the register of holders.

Paying agent and registrar

The trustee will initially act as paying agent and registrar for the notes. Plains may change the paying agent or registrar without prior notice to the holders of the notes, and Plains or any of the Restricted Subsidiaries may act as paying agent or registrar.

Transfer and exchange

A holder may transfer or exchange notes in accordance with the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and Plains may require a holder to pay any taxes and fees required by law or permitted by the indenture. Plains is not required to transfer or exchange any note (or portion of a note) selected for redemption. Also, Plains is not required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Subsidiary guarantees of the notes

Arguello Inc., Latigo Petroleum, Inc., Plains Acquisition Corporation, Plains Resources Inc., Pogo Partners, Inc., Pogo Producing Company LLC, PXP Aircraft LLC, PXP Gulf Coast LLC, PXP Louisiana L.L.C. and PXP Louisiana Operations LLC will be the only Subsidiary Guarantors at the time that the notes are expected to be delivered. We may be required to cause other Domestic Restricted

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Subsidiaries in the future to provide Subsidiary Guarantees of the notes as described below under Covenants Future subsidiary guarantors.

The Subsidiary Guarantees will be joint and several obligations of the Subsidiary Guarantors. The obligations of each Subsidiary Guarantor under its Subsidiary Guarantee will be limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance under applicable law. See Risk factors Risks relating to the notes If the subsidiary guarantees are deemed fraudulent conveyances or preferential transfers, a court may subordinate or void them.

A Subsidiary Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (regardless of whether such Subsidiary Guarantor is the surviving Person), another Person, other than Plains or another Subsidiary Guarantor, unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) either:

(a) if it is not such Subsidiary Guarantor, the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Subsidiary Guarantor under the indenture (including its Subsidiary Guarantee) pursuant to a supplemental indenture satisfactory to the trustee, in which case the Subsidiary Guarantee of such Subsidiary Guarantor will be released as contemplated by the next paragraph; or

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the indenture.

The Subsidiary Guarantee of a Subsidiary Guarantor will be released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Subsidiary Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) Plains or a Restricted Subsidiary, if the sale or other disposition does not violate the Asset Sale provisions of the indenture;

(2) in connection with any sale or other disposition of all of the Capital Stock of a Subsidiary Guarantor to a Person that is not (either before or after giving effect to such transaction) Plains or a Restricted Subsidiary, if the sale or other disposition does not violate the Asset Sale provisions of the indenture;

(3) if Plains designates any Restricted Subsidiary that is a Subsidiary Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture;

(4) upon legal defeasance or satisfaction and discharge of the indenture as *provided* pursuant to the defeasance or satisfaction and discharge provisions of the indenture;

(5) upon the liquidation or dissolution of such Subsidiary Guarantor *provided* no Default or Event of Default has occurred or is continuing; or

(6) at such time as such Subsidiary Guarantor does not have outstanding any Guarantee of any Indebtedness (other than the notes) of Plains or any Subsidiary Guarantor in excess of \$10.0 million in aggregate principal amount.

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Except as described below, the notes are not redeemable until _____, 2016.

On and after _____, 2016, Plains may redeem all or a part of the notes, from time to time upon not less than 30 nor more than 60 days notice, at the following redemption prices (expressed as a percentage of principal amount) *plus* accrued and unpaid interest on the notes to be redeemed to the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month period beginning on _____ of the years indicated below:

Year	Redemption Price
2016	
2017	
2018 and thereafter	100.000%

The notes will also be redeemable, in whole or in part, at Plains' option at any time or from time to time, prior to _____, 2016 at the applicable Make-Whole Price (as defined below), in accordance with the provisions of the indenture.

Make-Whole Price with respect to any notes to be redeemed, means an amount equal to the greater of:

(1) 100% of the principal amount of such notes; and

(2) the sum of the present values of (a) the redemption price of such notes at _____, 2016 (as set forth above), and (b) the remaining scheduled payments of interest from the redemption date to _____, 2016 (not including any portion of such payments of interest accrued as of the redemption date), discounted back to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) *plus* 50 basis points;

plus, in the case of both (1) and (2), accrued and unpaid interest on such notes to the redemption date. Unless Plains defaults in payment of the Make-Whole Price, on and after the applicable redemption date, interest will cease to accrue on the notes to be redeemed.

Comparable Treasury Issue means, with respect to notes to be redeemed, the U.S. Treasury security selected by an Independent Investment Banker as having a maturity most nearly equal to the period from the redemption date to _____, 2016, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities; provided if such period is less than one year, then the U.S. Treasury security having a maturity of one year shall be used.

Comparable Treasury Price means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (2) if the trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations.

Independent Investment Banker means J.P. Morgan Securities LLC, Barclays Capital Inc., BMO Capital Markets Corp., Goldman, Sachs & Co., Scotia Capital (USA) Inc., Wells Fargo Securities, LLC and their respective successors, at Plains' option, or, if such firms or the successors, if any, to such

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firms, as the case may be, are unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing appointed by Plains.

Reference Treasury Dealer means J.P. Morgan Securities LLC, Barclays Capital Inc., BMO Capital Markets Corp., Goldman, Sachs & Co., Scotia Capital (USA) Inc., Wells Fargo Securities, LLC and three additional primary U.S. government securities dealers in New York City (each a Primary Treasury Dealer) selected by Plains, and their respective successors (*provided, however*, that if any such firm or any such successor, as the case may be, shall cease to be a primary U.S. government securities dealer in New York City, Plains shall substitute therefor another Primary Treasury Dealer).

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

Treasury Rate means, with respect to any redemption date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated *H.15(159)* or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption Treasury Constant Maturities, for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the stated maturity, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined, and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate shall be calculated by the Company on the third business day preceding the redemption date.

The notice of redemption with respect to the foregoing redemption need not set forth the Make-Whole Price but only the manner of calculation thereof. Plains will notify the trustee of the Make-Whole Price with respect to any redemption promptly after the calculation, and the trustee shall not be responsible for such calculation.

Prior to _____, 2015, Plains may on any one or more occasions redeem up to 35% of the principal amount of the notes (which may include Additional Notes) with all or a portion of the net cash proceeds of one or more Equity Offerings at a redemption price equal to _____ % of the principal amount thereof, *plus* accrued and unpaid interest on the notes to be redeemed to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); *provided that*

- (1) at least 65% of the aggregate principal amount of the notes issued and outstanding on the Issue Date, remains outstanding after each such redemption; and
- (2) the redemption occurs within 180 days after the closing of such Equity Offering.

Notice of any redemption upon an Equity Offering may be given prior to the completion of the related Equity Offering, and any such redemption or notice may at Plains' discretion, be subject

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to one or more conditions precedent, including, but not limited to completion of the related Equity Offering.

Selection and notice

If less than all of the notes are to be redeemed at any time, selection of such notes for redemption will be made by the trustee in compliance with the requirements of the principal national securities exchange, if any, on which such notes are listed, or, if such notes are not so listed, on a pro rata basis (or, in the case of global notes, on as nearly a pro rata basis as possible, subject to the procedures of the DTC), by lot or by such method as the trustee shall deem fair and appropriate. Notices of redemption shall be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address.

If any note is to be redeemed in part only, the notice of redemption that relates to such note shall state the portion of the principal amount thereof to be redeemed. A new note in principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on the notes or portions of the notes called for redemption unless Plains defaults in making the redemption payment. Any redemption or notice of redemption may, at our discretion, be subject to one or more conditions precedent and, in the case of a redemption with the net cash proceeds of an Equity Offering, be given prior to the completion of the related Equity Offering.

Open market purchases; no mandatory redemption or sinking fund

We may at any time and from time to time purchase notes in the open market or otherwise, in each case without any restriction under the indenture. We are not required to make mandatory redemption or sinking fund payments with respect to the notes.

Repurchase requirements at the option of holders

Change of control

If a Change of Control Triggering Event occurs, each holder of notes will have the right to require Plains to repurchase all or any part (equal to \$1,000 or an integral multiple of \$1,000) of that holder's notes pursuant to an offer ("Change of Control Offer") on the terms set forth in the indenture. In the Change of Control Offer, Plains will offer a payment in cash (the "Change of Control Payment") equal to 101% of the aggregate principal amount of notes repurchased *plus* accrued and unpaid interest on the notes repurchased to the date of purchase (the "Change of Control Payment Date"), subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control Triggering Event, Plains will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. Plains will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection

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with the repurchase of the notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Triggering Event provisions of the indenture, Plains will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Triggering Event provisions of the indenture by virtue of such compliance. On the Change of Control Payment Date, Plains will, to the extent lawful:

- (1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;
- (2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and
- (3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers certificate stating the aggregate principal amount of notes or portions of notes being purchased by Plains.

The paying agent will promptly mail to each holder of notes properly tendered the Change of Control Payment for such notes (or, if all the notes are then in global form, make such payment through the facilities of DTC), and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; *provided* that each such new note will be in a principal amount of \$1,000 or an integral multiple thereof. Any note so accepted for payment will cease to accrue interest on and after the Change of Control Payment Date unless Plains defaults in making the Change of Control Payment. Plains will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described herein that require Plains to make a Change of Control Offer following a Change of Control Triggering Event will be applicable regardless of whether any other provisions of the indenture are applicable. Except as described above with respect to a Change of Control Triggering Event, the indenture does not contain provisions that permit the holders of the notes to require that Plains repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

Plains will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by Plains and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the indenture as described above under the caption *Optional redemption*, unless and until there is a default in payment of the applicable redemption price.

A Change of Control Offer may be made in advance of a Change of Control, and conditioned upon the occurrence of such Change of Control, if a definitive agreement is in place for a Change of Control at the time of making the Change of Control Offer. Notes repurchased by Plains pursuant to a Change of Control Offer will have the status of notes issued but not outstanding or will be retired and cancelled, at Plains option. Notes purchased by a third party pursuant to the preceding paragraph will have the status of notes issued and outstanding.

The Senior Credit Agreement generally prohibits Plains from repurchasing any notes pursuant to a Change of Control Offer prior to the repayment in full of the Indebtedness under the Senior Credit

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Agreement. Moreover, the occurrence of certain change of control events identified in the Senior Credit Agreement constitutes a default under the Senior Credit Agreement and can result in default under the POI Credit Agreement. Any future Credit Facilities or other agreements relating to the Indebtedness to which Plains becomes a party may contain similar restrictions and provisions. If a Change of Control Triggering Event were to occur, Plains may not have sufficient available funds to pay the Change of Control Payment for all notes that might be delivered by holders of notes seeking to accept the Change of Control Offer after first satisfying its obligations under the Senior Credit Agreement or other agreements relating to Indebtedness, if accelerated. The failure of Plains to make or consummate the Change of Control Offer or pay the Change of Control Payment when due will constitute a Default under the indenture and will otherwise give the trustee and the holders of notes the rights described under Events of default. See Risk factors Risks relating to the notes We may not be able to repurchase the notes upon a change of control.

The definition of Change of Control includes a phrase relating to the sale, lease, transfer, conveyance or other disposition of all or substantially all of the properties or assets of Plains and its Restricted Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require Plains to repurchase such holder's notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Plains and its Restricted Subsidiaries taken as a whole to another Person or group may be uncertain.

In the event that holders of at least 90% of the aggregate principal amount of the outstanding notes accept a Change of Control Offer and Plains purchases all of the notes held by such holders, Plains will have the right, upon not less than 30 nor more than 60 days prior notice, given not more than 30 days following the purchase pursuant to the Change of Control Offer described above, to redeem all of the notes that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment *plus*, to the extent not included in the Change of Control Payment, accrued and unpaid interest on the notes that remain outstanding, to the date of redemption (subject to the right of holders on the relevant record date to receive interest due on the relevant interest payment date).

Asset sales

Plains will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) Plains (or the Restricted Subsidiary, as the case may be) receives consideration at least equal to the Fair Market Value of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) (a) at least 75% of the consideration received in the Asset Sale by Plains or such Restricted Subsidiary is in the form of cash or Cash Equivalents or (b) the Fair Market Value of all forms of consideration other than cash and Cash Equivalents received for all Asset Sales since March 13, 2007 does not exceed in the aggregate 10% of the Adjusted Consolidated Net Tangible Assets of Plains at the time each determination is made. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on Plains' most recent consolidated balance sheet, of Plains or any Restricted Subsidiary (other than contingent liabilities and liabilities that

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are by their terms subordinated to the notes or any Subsidiary Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases Plains or such Restricted Subsidiary from further liability;

(b) any securities, notes or other obligations received by Plains or any such Restricted Subsidiary from such transferee that are converted by Plains or such Restricted Subsidiary into cash within 180 days after the date of the Asset Sale, to the extent of the cash received in that conversion;

(c) any stock or assets of the kind referred to in clause (2) or (4) of the next paragraph of this covenant; and

(d) accounts receivable of a business retained by Plains or any Restricted Subsidiary, as the case may be, following the sale of such business, *provided* that such accounts receivable (a) are not past due more than 90 days and (b) do not have a payment date greater than 120 days from the date of the invoice creating such accounts receivable.

Within 360 days after the receipt of any Net Proceeds from an Asset Sale, Plains (or any of its applicable Restricted Subsidiaries) may:

(1) apply an amount equal to such Net Proceeds to repay Senior Debt;

(2) apply an amount equal to such Net Proceeds to invest in Additional Assets;

(3) apply an amount equal to such Net Proceeds to make capital expenditures in respect of a Related Business of Plains or any of its Restricted Subsidiaries; or

(4) enter into a bona fide binding contract with a Person other than an Affiliate of Plains to apply an amount equal to the Net Proceeds pursuant to clause (2) or (3) above, *provided* that such binding contract shall be treated as a permitted application of the Net Proceeds from the date of such contract until the earlier of

(a) the date on which such acquisition or expenditure is consummated, and

(b) the 180th day following the expiration of the aforementioned 360-day period.

Any Net Proceeds from Asset Sales that are not applied or invested as *provided* in clauses (1) through (4) above will constitute *Excess Proceeds*.

On the 361st day (or upon the failure to close the contract referred to in clause (4) of the second paragraph of this covenant within the 180 day time period thereafter) after the Asset Sale (or, at Plains' option, any earlier date), if the aggregate amount of Excess Proceeds then exceeds \$40.0 million, Plains will make an offer (the *Asset Sale Offer*) to all holders of notes and all holders of other Indebtedness that is *pari passu* with the notes containing provisions similar to those set forth in the indenture with respect to offers to purchase or redeem with the proceeds of sales of assets, to purchase the maximum principal amount of notes and such other *pari passu* Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount *plus* accrued and unpaid interest, to the date of purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, Plains may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other *pari passu* Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the notes to be purchased on a pro rata basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

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Plains will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the indenture, Plains will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the indenture by virtue of such compliance.

The Senior Credit Agreement contains, and future agreements may contain, prohibitions of certain events, including events that would constitute a Change of Control Triggering Event or an Asset Sale and including repurchases of or other prepayments in respect of the notes. The exercise by the holders of notes of their right to require Plains to repurchase the notes upon a Change of Control Triggering Event or an Asset Sale could cause a default under these other agreements, even if the Change of Control Triggering Event or Asset Sale itself does not, due to the financial effect of such repurchases on Plains or otherwise. In the event a Change of Control or Asset Sale occurs at a time when Plains is prohibited from purchasing notes, Plains could seek the consent of the applicable lenders to the purchase of notes or could attempt to refinance the Indebtedness that contains such prohibitions. If Plains does not obtain a consent or repay that Indebtedness, Plains will remain prohibited from purchasing notes. In that case, Plains' failure to purchase tendered notes would constitute an Event of Default under the indenture which could, in turn, constitute a default under other Indebtedness. Finally, Plains' ability to pay cash to the holders of notes upon a repurchase may be limited by Plains' then-existing financial resources. See Risk factors Risks relating to the notes We may not be able to repurchase the notes upon a change of control.

In addition, the POI Credit Agreement is guaranteed by Plains and certain of its subsidiaries and contains provisions resulting in a default thereunder in the event of any default under the Senior Credit Agreement.

Covenants

Restricted payments

Plains will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

- (1) declare or pay any dividend or make any other payment or distribution on account of Plains' or any of its Restricted Subsidiaries' Equity Interests or to the direct or indirect holders of Plains' or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than (i) dividends or distributions payable in Equity Interests (other than Disqualified Stock) of Plains, (ii) dividends or distributions payable to Plains or a Restricted Subsidiary and (iii) payments permitted by the next succeeding clauses (2) and (4));
- (2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, any such purchase, redemption, acquisition or retirement made in connection with any merger or consolidation involving Plains) any Equity Interests of Plains or any direct or indirect parent or other Affiliate of Plains that is not a Restricted Subsidiary;
- (3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Subordinated Debt, except a payment of interest or principal at the Stated Maturity thereof (excluding (a) any intercompany Indebtedness between or among Plains and any of its Restricted Subsidiaries or (b) the purchase, repurchase or other

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acquisition of Subordinated Debt purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase or acquisition); or

(4) make any Restricted Investment;

(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as *Restricted Payments*),

unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(2) Plains would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption *Incurrence of indebtedness and issuance of preferred stock*; and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Plains and its Restricted Subsidiaries since March 13, 2007 (excluding Restricted Payments permitted by clauses (2), (3), (4), (5), (6), (7), (8), (9), (10) and (14) of the next succeeding paragraph), is equal to or less than the sum, without duplication, of:

(a) 50% of the Consolidated Net Income of Plains for the period (taken as one accounting period) from July 1, 2006 to the end of Plains' most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); *plus*

(b) 100% of (A)(i) the aggregate net cash proceeds and (ii) the Fair Market Value of (x) marketable securities (other than marketable securities of Plains), (y) Capital Stock of a Person (other than Plains or an Affiliate of Plains) engaged primarily in any Related Business and (z) other assets used or useful in any Related Business, in the case of clauses (i) and (ii), received by Plains since July 3, 2002 as a contribution to its common equity capital or from the issue or sale of Equity Interests of Plains (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of Plains that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of Plains); *provided, however*, that the aggregate amount calculated pursuant to this clause (A) shall not include \$731.6 million (representing the Fair Market Value of the common stock of Nuevo Energy Company and shares of common stock of 3TEC Energy Corporation, in each case, received by Plains during the years 2003 and 2004 in exchange for shares of its common stock), (B) the amount by which Indebtedness of Plains or any Restricted Subsidiary is reduced on Plains' consolidated balance sheet upon the conversion or exchange after March 13, 2007 of any such Indebtedness into or for Equity Interests of Plains (other than Disqualified Stock or Subordinated Debt), and (C) the aggregate net cash proceeds, if any, received by Plains or any of its Restricted Subsidiaries upon any conversion or exchange described in clause (A) or (B) above; *plus*

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(c) the amount equal to the net reduction in Restricted Investments made by Plains or any of its Restricted Subsidiaries in any Person resulting from repurchases or redemptions of such Restricted Investments by such Person, proceeds realized upon the sale of such Restricted Investment to a purchaser other than Plains or a Subsidiary of Plains, or repayments of loans or advances or other transfers of assets (including by way of dividend or distribution) by such Person to Plains or any Restricted Subsidiary; *provided, however*, that no amount will be included under this clause (c) to the extent it is already included in Consolidated Net Income; *plus*

(d) to the extent that any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary after March 13, 2007, the Fair Market Value of Plains Investment in such Subsidiary as of the date of such redesignation.

So long as no Default has occurred and is continuing or would be caused thereby, the preceding provisions will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of the indenture;

(2) the making of any Restricted Payment in exchange for, or out of the net cash proceeds from the substantially concurrent sale (other than to a Restricted Subsidiary of Plains) of, Equity Interests of Plains (other than Disqualified Stock and other than Equity Interests issued or sold to an employee stock ownership plan, option plan or similar trust to the extent such sale to an employee stock ownership plan, option plan or similar trust is financed by loans from or guaranteed by Plains or any of its Restricted Subsidiaries unless such loans have been repaid with cash on or prior to the date of determination) or from the substantially concurrent contribution of common equity capital to Plains; *provided* that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will be excluded from clause (3)(b) of the preceding paragraph;

(3) the repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Debt (including the payment of any required premium and any fees and expenses incurred in connection with such repurchase, redemption, defeasance or other acquisition) with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(4) the defeasance, repurchase, redemption or other acquisition or retirement for value of any Equity Interests of Plains or any Restricted Subsidiary held by any of Plains (or any of its Restricted Subsidiaries) current or former directors or employees in connection with the exercise or vesting of any equity compensation (including, without limitation, stock options, restricted stock and phantom stock) in order to satisfy Plains or such Restricted Subsidiary's tax withholding obligation with respect to such exercise or vesting;

(5) repurchases of Capital Stock deemed to occur upon the exercise of stock options if such Capital Stock represents a portion of the exercise price thereof;

(6) payments to fund the purchase, redemption or other acquisition for value by Plains of fractional shares arising out of stock dividends, splits or combinations, business combinations or other transactions permitted by the indenture;

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(7) any transfer to an Unrestricted Subsidiary of any direct or indirect interest of Plains and its Restricted Subsidiaries in real property so long as such interests at the time of such sale or transfer (i) do not include any material proved Hydrocarbons and (ii) include a surface interest, and any disposition (by dividend or distribution in respect of Equity Interests of Plains or otherwise) of any such Unrestricted Subsidiary;

(8) the defeasance, repurchase, redemption or other acquisition or retirement for value of any Equity Interests of Plains or any Restricted Subsidiary held by any of Plains (or any of its Restricted Subsidiaries) current or former directors or employees; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed \$3.0 million in any twelve-month period (with unused amounts in any 12-month period being permitted to be carried over into succeeding 12-month periods); *provided, further*, that the amounts in any 12-month period may be increased by an amount not to exceed (A) the cash proceeds received by Plains or any of its Restricted Subsidiaries from the sale of Plains Equity Interests (other than Disqualified Stock) to any such directors or employees that occurs after March 13, 2007 (*provided* that the amount of such cash proceeds utilized for any such repurchase, retirement or other acquisition or retirement will not increase the amount available for Restricted Payments under clause (3) of the immediately preceding paragraph) to the extent such proceeds have not otherwise been applied to the payment of Restricted Payments *plus* (B) the cash proceeds of key man life insurance policies received by Plains and its Restricted Subsidiaries after March 13, 2007;

(9) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of Plains or any Restricted Subsidiary issued on or after March 13, 2007 in accordance with the Fixed Charge Coverage Ratio test described below under the caption Incurrence of indebtedness and issuance of preferred stock;

(10) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary to the holders (other than Plains or any Restricted Subsidiary) of Equity Interests (other than Disqualified Stock) of such Restricted Subsidiary; *provided* that such dividend or similar distribution is paid to all holders of such Equity Interests on a *pro rata* basis based their respective holdings of such Equity Interests;

(11) any Restricted Payment as long as on the date of such Restricted Payment, after giving pro forma effect thereto and to any related financing transactions as if the same had occurred at the beginning of Plains most recently ended four full fiscal quarters for which internal financial statements are available, Plains Leverage Ratio would not have exceeded 2.5 to 1;

(12) the purchase or redemption of any Acquired Subordinated Indebtedness of Plains or any of its Restricted Subsidiaries, by application of (i) cash *provided* from operations in the ordinary course of business or (ii) proceeds from borrowings under the revolving portion of the Senior Credit Agreement (so long as within 30 days prior to such purchase or redemption, a corresponding amount of borrowings under the revolving portion of the Senior Credit Agreement was repaid from cash *provided* from operations in the ordinary course of business); *provided*, in any such case, that Plains is able to incur an additional \$1.00 of Indebtedness pursuant to the first paragraph of the covenant described under the caption Incurrence of indebtedness and issuance of preferred stock after giving effect to such purchase or redemption; *provided further*, that this clause (12) shall not permit the

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application any proceeds from any other borrowings under any Credit Facility to effect any such purchase or redemption;

(13) repurchases of Subordinated Debt at a purchase price not greater than (a) 101% of the principal amount of such Subordinated Debt and accrued and unpaid interest thereon in the event of a Change of Control or (b) 100% of the principal amount of such Subordinated Debt and accrued and unpaid interest thereon in the event of an Asset Sale, in each case *plus* accrued interest, in connection with any change of control offer or asset sale offer required by the terms of such Subordinated Debt, but only if:

(i) in the case of a Change of Control Triggering Event, Plains has first complied with and fully satisfied its obligations under the covenant described under Repurchase requirements at the option of holders Change of control; or

(ii) in the case of an Asset Sale, Plains has complied with and fully satisfied its obligations under the covenant described under Repurchase requirements at the option of holders Asset sales; or

(14) other Restricted Payments in an amount not to exceed \$50.0 million.

The amount of all Restricted Payments (other than cash) shall be the Fair Market Value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by Plains or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment.

The Fair Market Value of any cash Restricted Payment shall be its face amount, and the Fair Market Value of any non-cash Restricted Payment exceeding \$15.0 million shall be determined conclusively by two senior officers of Plains acting in good faith whose conclusions with respect thereto shall be set forth in an Officers Certificate delivered to the trustee, *provided, however*, that if the Fair Market Value of any non-cash Restricted Payment exceeds \$40.0 million, such Fair Market Value shall be determined conclusively by the Board of Directors of Plains and set forth in a board resolution, and a certified copy of such board resolution shall be delivered to the trustee. For purposes of determining compliance with this covenant, in the event that a Restricted Payment meets the criteria of more than one of the exceptions described in (1) through (14) above or is entitled to be made pursuant to the first paragraph of this covenant, Plains shall, in its sole discretion, classify such Restricted Payment, or later classify, reclassify or re-divide all or a portion of such Restricted Payment, in any manner that complies with this covenant.

Incurrence of indebtedness and issuance of preferred stock

Plains will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, incur; with incurrence having a correlative meaning) any Indebtedness (including Acquired Debt), and Plains will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided, however*, that Plains may incur Indebtedness (including Acquired Debt) and issue Disqualified Stock, and Restricted Subsidiaries may incur Indebtedness (including Acquired Debt) and issue preferred stock, if the Fixed Charge Coverage Ratio for Plains most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or preferred stock is issued, as the case may be, would have been at least 2.25 to 1.0, determined on a pro forma basis

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(including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

Notwithstanding the foregoing, the first paragraph of this covenant will not prohibit the incurrence of any of the following (the items of Indebtedness described below in this paragraph being referred to collectively as *Permitted Debt*):

(1) the incurrence by Plains and any Restricted Subsidiary of Indebtedness and letters of credit under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of Plains and its Restricted Subsidiaries thereunder) not to exceed the greater of (i) \$1.1 billion and (ii) 20% of Adjusted Consolidated Net Tangible Assets, determined as of the date of the incurrence of such Indebtedness after giving pro forma effect to such incurrence and the application of the proceeds therefrom;

(2) the incurrence by Plains and its Restricted Subsidiaries of the Existing Indebtedness;

(3) the incurrence by Plains and the Subsidiary Guarantors of Indebtedness represented by the notes or the Guarantees of the notes to be incurred by Plains or any of the Subsidiary Guarantors on the Issue Date of the notes;

(4) the incurrence by Plains or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of Plains or any of its Restricted Subsidiaries, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed \$50.0 million at any time outstanding;

(5) the incurrence by Plains or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance, replace, defease or discharge Indebtedness (other than intercompany Indebtedness) or Disqualified Stock of Plains, or Indebtedness (other than intercompany Indebtedness) or preferred stock of a Restricted Subsidiary, in each case that was permitted by the indenture to be incurred or issued under the first paragraph of this covenant or clause (2), (3), (4) or (10) of this paragraph or this clause (5);

(6) the incurrence by Plains or any of its Restricted Subsidiaries of intercompany Indebtedness between or among Plains and any of its Restricted Subsidiaries; *provided, however*, that (a) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than Plains or a Restricted Subsidiary and (b) any sale or other transfer of any such Indebtedness to a Person that is not either Plains or a Restricted Subsidiary will be deemed, in each case, to constitute an incurrence of such Indebtedness by Plains or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the issuance by any of Plains Restricted Subsidiaries to Plains or to any of its Restricted Subsidiaries of shares of preferred stock; *provided, however*, that:

(a) any subsequent issuance or transfer of Equity Interests that results in any such preferred stock being held by a Person other than Plains or a Restricted Subsidiary; and

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(b) any sale or other transfer of any such preferred stock to a Person that is not either Plains or a Restricted Subsidiary,

will be deemed, in each case, to constitute an issuance of such preferred stock by such Restricted Subsidiary that was not permitted by this clause (7);

(8) the incurrence of obligations of Plains or a Restricted Subsidiary pursuant to Interest Rate and Currency Hedges, in each case entered into in the ordinary course of business for the purpose of limiting risks that arise in the ordinary course of business of Plains and its Restricted Subsidiaries;

(9) the guarantee by Plains or any of the Guarantors of Indebtedness of Plains or a Restricted Subsidiary that was permitted to be incurred by another provision of this covenant; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the guarantee shall be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(10) Permitted Acquisition Indebtedness;

(11) the incurrence by Plains or any Restricted Subsidiary of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five business days;

(12) Indebtedness consisting of the financing of insurance premiums in customary amounts consistent with the operations and business of Plains and the Restricted Subsidiaries;

(13) the incurrence by Plains or any Restricted Subsidiary of Indebtedness arising from agreements of Plains or any of its Restricted Subsidiaries providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or Capital Stock of a Subsidiary, *provided* that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by Plains and its Restricted Subsidiaries in connection with such disposition;

(14) the incurrence by Plains or any Restricted Subsidiary of Indebtedness arising from Guarantees of Indebtedness of joint ventures at any time outstanding not to exceed the greater of \$50.0 million and 1.0% of Adjusted Consolidated Net Tangible Assets determined as of the date of incurrence of such Indebtedness after giving pro forma effect to such incurrence and the application of proceeds thereof; and

(15) the incurrence by Plains or any of its Restricted Subsidiaries of Indebtedness in an aggregate principal amount (or accreted value, as applicable) that, when taken together with all other Indebtedness of Plains outstanding on the date of such incurrence (other than Indebtedness permitted by clauses (1) through (14) above or the first paragraph of this covenant) does not exceed the greater of (a) 2.5% of Adjusted Consolidated Net Tangible Assets determined as of the date of incurrence of such Indebtedness and (b) \$125.0 million.

For purposes of determining compliance with this Incurrence of indebtedness and issuance of preferred stock covenant, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (15) of the second paragraph of this covenant, or is entitled to be incurred pursuant to the first paragraph

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of this covenant, Plains will be permitted to divide and classify such item of Indebtedness on the date of its incurrence, or later divide and reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant. The accrual of interest, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, the reclassification of preferred stock as Indebtedness due to a change in accounting principles, and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock will be deemed not to be an incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of this covenant; *provided*, in each such case, that the amount of any such accrual, accretion or payment is included in Fixed Charges of Plains as accrued.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness and issuance of preferred stock, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that Plains may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Permitted Refinancing Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Permitted Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

Limitation on liens

Plains will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or permit to exist any Lien (other than Permitted Liens) upon any Principal Property or any shares of stock or Indebtedness of any Restricted Subsidiary that owns or leases any Principal Property (whether such Principal Property, shares of stock or Indebtedness are now owned or hereafter acquired), securing any Subordinated Debt or other Indebtedness, unless:

- (1) in the case of Liens securing Subordinated Debt of Plains or a Subsidiary Guarantor, the notes or Subsidiary Guarantee, as applicable, are secured by a Lien on such Principal Property or such shares of stock or Indebtedness on a senior basis to the Subordinated Debt so secured with the same priority as the notes or such Subsidiary Guarantee, as applicable, has to such Subordinated Debt until such time as such Subordinated Debt is no longer so secured by a Lien; and
- (2) in the case of Liens securing other Indebtedness of Plains or a Subsidiary Guarantor, the notes or Subsidiary Guarantees, as applicable, are secured by a Lien on such Principal Property or such shares of stock or Indebtedness on an equal and ratable basis with the other Indebtedness so secured until such time as such other Indebtedness is no longer so secured by a Lien.

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Dividend and other payment restrictions affecting subsidiaries

Plains will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

- (a) pay dividends or make any other distributions on its Capital Stock to Plains or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to Plains or any of its Restricted Subsidiaries;
- (b) make loans or advances to Plains or any of its Restricted Subsidiaries; or
- (c) sell, lease or transfer any of its properties or assets to Plains or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

- (1) agreements governing Existing Indebtedness and Credit Facilities as in effect on March 13, 2007 and any amendments, restatements, modifications, renewals, supplements, increases, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, supplements, increases, refundings, replacements or refinancings are no more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on March 13, 2007;
- (2) the indenture, the notes and the Subsidiary Guarantees;
- (3) applicable law, rule, regulation, order, approval, permit or similar restriction;
- (4) any instrument governing Indebtedness or Capital Stock of a Person acquired by Plains or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the indenture to be incurred;
- (5) customary non-assignment provisions in contracts, leases and licenses (including, without limitation, licenses of intellectual property) entered into in the ordinary course of business;
- (6) any agreement for the sale or other disposition of assets, including without limitation an agreement for the sale or other disposition of the Capital Stock or assets of a Restricted Subsidiary, that restricts distributions by the applicable Restricted Subsidiary pending the sale or other disposition;
- (7) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;
- (8) Liens permitted to be incurred under the provisions of the covenant described above under the caption **Limitation on liens** that limit the right of the debtor to dispose of the assets subject to such Liens;

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(9) the issuance of preferred stock by a Restricted Subsidiary or the payment of dividends thereon in accordance with the terms thereof; *provided* that issuance of such preferred stock is permitted pursuant to the covenant described under the caption Incurrence of indebtedness and issuance of preferred stock and the terms of such preferred stock do not expressly restrict the ability of a Restricted Subsidiary to pay dividends or make any other distributions on its Capital Stock (other than requirements to pay dividends or liquidation preferences on such preferred stock prior to paying any dividends or making any other distributions on such other Capital Stock);

(10) other Indebtedness of Plains or any of its Restricted Subsidiaries permitted to be incurred pursuant to an agreement entered into subsequent to March 13, 2007 in accordance with the covenant described under the caption Incurrence of indebtedness and issuance of preferred stock; *provided* that the provisions relating to such encumbrance or restriction contained in such Indebtedness are not materially less favorable to Plains and its Restricted Subsidiaries taken as a whole, as determined by Plains in good faith, than the provisions contained in the Credit Facilities and in the indenture as in effect on March 13, 2007;

(11) customary provisions restricting subletting or assignment of any lease governing a leasehold interest;

(12) Hedging Obligations permitted from time to time under the indenture;

(13) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business; and

(14) with respect only to encumbrances or restrictions of the type referred to in clause (c) of the immediately preceding paragraph:

(a) customary nonassignment provisions (including provisions forbidding subletting) in leases governing leasehold interests or Farm-In Agreements or Farm-Out Agreements relating to leasehold interests in oil and gas properties to the extent such provisions restrict the transfer of the lease, the property leased thereunder or the other interests therein;

(b) provisions limiting the disposition or distribution of assets or property in, or transfer of Capital Stock of, joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements entered into (i) in the ordinary course of business, consistent with past practice or (ii) with the approval of Plains Board of Directors, which limitations are applicable only to the assets, property or Capital Stock that are the subject of such agreements; and

(c) Capital Lease Obligations, security agreements, mortgages, purchase money agreements or similar instruments to the extent such encumbrance or restriction restricts the transfer of the property (including Capital Stock) subject to such Capital Lease Obligations, security agreements, mortgages, purchase money agreements or similar instruments.

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Transactions with affiliates

Plains will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of Plains (each, an *Affiliate Transaction*), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to Plains or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by Plains or such Restricted Subsidiary with an unrelated Person; and

(2) Plains delivers to the trustee:

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$20.0 million, a resolution of the Board of Directors of Plains set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of Plains; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$40.0 million, an opinion as to the fairness to Plains or such Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment, consulting or similar agreement or other compensation, or arrangement, stock option or stock ownership plan, employee benefit plan, officer or director indemnification agreement, restricted stock agreement, severance agreement or other compensation plan or arrangement entered into by Plains or any of its Restricted Subsidiaries in the ordinary course of business and payments, awards, grants or issuances of securities pursuant thereto;

(2) transactions between or among Plains and/or its Restricted Subsidiaries;

(3) transactions with a Person that is an Affiliate of Plains solely because Plains owns, directly or through a Subsidiary, an Equity Interest in, or controls, such Person;

(4) reasonable fees and expenses and compensation paid to, and indemnity or insurance *provided* on behalf of, officers, directors or employees of Plains or any Restricted Subsidiaries;

(5) any issuance of Equity Interests (other than Disqualified Stock) of Plains to, or receipt of a capital contribution from, Affiliates (or a Person that becomes an Affiliate) of Plains;

(6) any Permitted Investments or Restricted Payments that do not violate the provisions of the indenture described above under the caption Restricted payments;

(7) loans or advances to employees in the ordinary course of business or consistent with past practice;

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(8) advances to or reimbursements of employees for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business;

(9) the performance of obligations of Plains or any of its Restricted Subsidiaries under the terms of any written agreement to which Plains or any of its Restricted Subsidiaries was a party on March 13, 2007, as these agreements may be amended, modified or supplemented from time to time; *provided, however*, that any future amendment, modification or supplement entered into after March 13, 2007 will be permitted to the extent that its terms do not materially and adversely affect the rights of any holders of the notes (as determined in good faith by the Board of Directors of Plains) as compared to the terms of the agreements in effect on March 13, 2007;

(10) (a) guarantees of performance by Plains and its Restricted Subsidiaries of Plains Unrestricted Subsidiaries in the ordinary course of business, except for guarantees of Indebtedness in respect of borrowed money, and (b) pledges of Equity Interests of Plains Unrestricted Subsidiaries for the benefit of lenders of Plains Unrestricted Subsidiaries; and

(11) transactions between Plains and any person, a director of which is also a director of Plains; *provided, however*, that such director abstains from voting as a director of Plains on any matter involving such other Person.

Designation of restricted and unrestricted subsidiaries

The Board of Directors of Plains may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by Plains and its Restricted Subsidiaries in the Subsidiary designated as Unrestricted (the Gross Investment Amount) will be deemed to be an Investment made as of the time of the designation. Such Investment will reduce the amount available for Restricted Payments under the covenant described above under the caption Restricted payments or under one or more clauses of the definition of Permitted Investments, as determined by Plains, by an amount equal to (a) Gross Investment Amount less, without duplication, (b) the amount of Restricted Investments made or held (including Restricted Investments received as a Permitted Investment by another Person or otherwise) by the Subsidiary designated as Unrestricted (or any of such Subsidiary s Subsidiaries) that have previously reduced (but only to the extent of such reduction) the amount available for Restricted Payments under the covenant described above under the caption Restricted payments or under one or more clauses of the definition of Permitted Investments. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

Any designation of a Subsidiary of Plains as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of a resolution of the Board of Directors of Plains giving effect to such designation and an officers certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption Restricted payments. If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary as of

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such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption **Incurrence of indebtedness and issuance of preferred stock**, Plains will be in default of such covenant. The Board of Directors of Plains may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption **Incurrence of indebtedness and issuance of preferred stock**, calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and (2) no Default or Event of Default would be in existence following such designation.

Reports

Regardless of whether required by the rules and regulations of the SEC, so long as any notes are outstanding, Plains will file with the SEC for public availability, within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing, in which case Plains will furnish to the holders of notes or cause the trustee to furnish to the holders of notes, within the time periods specified in the SEC's rules and regulations):

(1) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if Plains were required to file such reports; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if Plains were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. Each Annual Report on Form 10-K will include a report on Plains' consolidated financial statements by Plains' certified independent accountants.

If, at any time, Plains is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, Plains will nevertheless continue filing the reports specified in the preceding paragraphs of this covenant with the SEC within the time periods specified above unless the SEC will not accept such a filing. Plains will not take any action for the purpose of causing the SEC not to accept any such filings. If, notwithstanding the foregoing, the SEC will not accept Plains' filings for any reason, Plains will post the reports referred to in the preceding paragraphs on its website within the time periods that would apply if Plains were required to file those reports with the SEC.

If Plains has designated any of its Subsidiaries as Unrestricted Subsidiaries, then, to the extent material, the quarterly and annual financial information required by the preceding paragraphs will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of Plains and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of Plains.

Future subsidiary guarantors

If any Domestic Restricted Subsidiary that is not a Subsidiary Guarantor is or becomes obligated under any Indebtedness pursuant to a Guarantee of Indebtedness of Plains or any Subsidiary Guarantor (other than the notes), and the maximum principal amount of Indebtedness of such

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Domestic Restricted Subsidiary under such Guarantee exceeds \$10.0 million, then Plains shall cause that Domestic Restricted Subsidiary to Guarantee the notes and become a Subsidiary Guarantor, pursuant to the Subsidiary Guarantee provisions of the indenture, by executing a supplemental indenture and delivering it to the trustee within 30 days after the date on which such Domestic Restricted Subsidiary Guaranteed such Indebtedness of Plains or a Subsidiary Guarantor; *provided, however*, that Plains shall not be required to cause such Domestic Restricted Subsidiary to so Guarantee the notes and become a Subsidiary Guarantor prior to the 180th day after the consummation of any transaction (including without limitation any merger, consolidation or purchase) pursuant to which such Domestic Restricted Subsidiary becomes a Subsidiary of Plains.

Merger, consolidation or sale of substantially all assets

Plains will not, directly or indirectly, consolidate, amalgamate or merge with or into another Person (regardless of whether Plains is the surviving corporation), convert into another form of entity or continue in another jurisdiction, or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to another Person, unless:

- (1) either: (a) Plains is the surviving corporation; or (b) the Person formed by or surviving any such consolidation, amalgamation or merger or resulting from such conversion (if other than Plains) or to which such sale, assignment, transfer, conveyance or other disposition has been made is a corporation, limited liability company or limited partnership organized or existing under the laws of the United States, any state of the United States or the District of Columbia;
- (2) the Person formed by or surviving any such conversion, consolidation, amalgamation or merger (if other than Plains) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of Plains under the notes and the indenture pursuant to agreements reasonably satisfactory to the trustee; *provided* that, unless such Person is a corporation, a corporate co-issuer of the notes will be added to the indenture by agreements reasonably satisfactory to the trustee;
- (3) immediately after such transaction or transactions, no Default or Event of Default exists; and
- (4) Plains or the Person formed by or surviving any such consolidation, amalgamation or merger (if other than Plains), or to which such sale, assignment, transfer, conveyance or other disposition has been made:
 - (a) would have Consolidated Net Worth immediately after the transaction equal to or greater than the Consolidated Net Worth of Plains immediately preceding the transaction;
 - (b) would, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption Incurrence of indebtedness and issuance of preferred stock; or

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(c) would, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, have a Fixed Charge Coverage Ratio that is not less than the Fixed Charged Coverage Ratio of Plains and its Restricted Subsidiaries immediately prior to such transaction.

For purposes of this covenant, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of Plains, which properties and assets, if held by Plains instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of Plains on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the assets of Plains.

The surviving entity will succeed to, and be substituted for, and may exercise every right and power of, Plains under the indenture; *provided, however,* that Plains will not be released from the obligation to pay the principal of and interest on the notes except in the case of a sale of all of Plains' assets in a transaction that is subject to, and that complies with the provisions of, this covenant.

Notwithstanding the restrictions described in clause (4) of the first paragraph of this covenant, any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to Plains, Plains may merge into a Restricted Subsidiary for the purpose of reincorporating Plains in another jurisdiction, and any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to another Restricted Subsidiary.

Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve all or substantially all of the property or assets of a Person.

Covenant termination

From and after the occurrence of an Investment Grade Rating Event, we and our Restricted Subsidiaries will no longer be subject to the provisions of the indenture described above under the following headings:

Repurchase requirements at the option of holders Change of control;

Repurchase requirements at the option of holders Asset sales;

Covenants Restricted payments;

Covenants Incurrence of indebtedness and issuance of preferred stock;

Covenants Dividend and other payment restrictions affecting subsidiaries;

clause (4) of the covenant described under Covenants Merger, consolidation or sale of substantially all assets;

Covenants Transactions with affiliates; and

Covenants Designation of restricted and unrestricted subsidiaries. (collectively, the Terminated Covenants). Consequently, after the date on which we and our Restricted Subsidiaries are no longer subject to the Terminated Covenants, the notes will be entitled to substantially reduced covenant protection.

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Events of default

Under the indenture, an Event of Default is defined as any of the following:

- (1) default in any payment of interest on any note under the indenture when due, continued for 30 days;
- (2) default in the payment of principal of or premium, if any, on any note under the indenture when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise;
- (3) failure by Plains to comply with its obligations under Covenants Merger, consolidation or sale of substantially all assets or to consummate a purchase of notes when required pursuant to the covenants described under the caption Repurchase requirements at the option of holders;
- (4) failure by Plains or any of its Restricted Subsidiaries for 30 days after notice from the trustee or the holders of at least 25% in aggregate principal amount of the then outstanding notes to comply with the provisions described under the captions Covenants Restricted payments or Covenants Incurrence of indebtedness and issuance of preferred stock or to comply with the provisions described under the captions Repurchase requirements at the option of holders to the extent not described in clause (3) above;
- (5) (a) except as addressed in subclause (b) of this clause (5), failure by Plains or any of its Restricted Subsidiaries for 60 days after notice from the trustee or the holders of at least 25% in aggregate principal amount of the then outstanding notes to comply with any of the other agreements in the indenture or the notes or (b) failure by Plains for 180 days after notice from the trustee or the holders of at least 25% in aggregate principal amount of the then outstanding notes to comply with the covenant described under the caption Covenants Reports;
- (6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Plains or any of its Restricted Subsidiaries (or the payment of which is guaranteed by Plains or any of its Restricted Subsidiaries), other than Indebtedness owed to Plains or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists, or is created after the Issue Date with respect to the notes, which default:
 - (a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period *provided* in such Indebtedness (payment default); or
 - (b) results in the acceleration of such Indebtedness prior to its maturity;and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates \$50.0 million or more;
- (7) failure by Plains or any Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for Plains and its Restricted Subsidiaries), would constitute a Significant Subsidiary to pay final judgments

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aggregating in excess of \$50.0 million (net of any amounts that a reputable and creditworthy insurance company has acknowledged liability for in writing), which judgments are not paid, discharged or stayed for a period of 60 days;

(8) any Subsidiary Guarantee shall be held in a judicial proceeding, or be asserted by Plains or any Subsidiary Guarantor, as applicable, not to be, enforceable or valid or shall cease to be in full force and effect (except pursuant to the release or termination of any such Subsidiary Guarantee in accordance with the indenture); or

(9) certain events of bankruptcy, insolvency or reorganization of Plains or a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for Plains and its Restricted Subsidiaries), would constitute a Significant Subsidiary.

The indenture provides that in the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to Plains, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries of Plains that, taken together, would constitute a Significant Subsidiary, all then outstanding notes will become due and payable immediately without further action or notice. However, the effect of such provision may be limited by applicable law. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in aggregate principal amount of the then outstanding notes may declare all of the notes to be due and payable immediately by notice in writing to Plains and, in case of a notice by holders, also to the trustee specifying the respective Event of Default and that it is a notice of acceleration.

Upon any failure by Plains for 60 days to comply with the covenant described under the caption Covenants Reports, the interest rate on the notes will increase by 50 basis points (0.5%) and remain at such increased rate thereafter but only for so long as there is a Default under such covenant, and upon resumption of compliance by Plains with such covenant, the interest rate on the notes will be reset at the initial rate applicable thereto on the Issue Date.

Subject to certain limitations, holders of a majority in aggregate principal amount of the then outstanding notes may direct the trustee in its exercise of any trust or power with respect to the notes. The trustee may withhold from holders of the notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal, interest or premium, if any.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an Event of Default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of notes unless such holders have offered to the trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest, when due, no holder of a note may pursue any remedy with respect to the indenture or the notes unless:

(a) such holder has previously given the trustee notice of a continuing Event of Default;

(b) holders of at least 25% in aggregate principal amount of the then outstanding notes have requested the trustee to pursue the remedy;

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- (c) such holders have offered the trustee reasonable security or indemnity against any loss, liability or expense;
- (d) the trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and
- (e) holders of a majority in aggregate principal amount of the then outstanding notes have not given the trustee a direction inconsistent with such request within such 60-day period.

The holders of a majority in aggregate principal amount of the then outstanding notes by notice to the trustee may, on behalf of the holders of all of the notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the indenture except a continuing Default or Event of Default in the payment of interest or premium, if any, on, or the principal of, the notes.

Notwithstanding the foregoing, if an Event of Default specified in clause (6) above shall have occurred and be continuing, such Event of Default and any consequential acceleration shall be automatically rescinded if (i) the Indebtedness that is the subject of such Event of Default has been repaid, or (ii) if the default relating to such Indebtedness is waived or cured and if such Indebtedness has been accelerated, then the holders thereof have rescinded their declaration of acceleration in respect of such Indebtedness.

Plains is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware of any Default or Event of Default, Plains is required within five business days to deliver to the trustee a statement specifying such Default or Event of Default.

Defeasance

The defeasance provisions of the indenture described in the accompanying prospectus will apply to the notes. In particular, Plains may, at its option and at any time, elect to have its obligations released with respect to the provisions of the indenture described above under Repurchase requirements at the option of holders and under Covenants (other than the covenant described under Covenants Merger, consolidation or sale of substantially all assets, except to the extent described below) and the limitation imposed by clause (4) under Covenants Merger, consolidation or sale of substantially all assets (such release and termination being referred to as Covenant defeasance), and thereafter any omission to comply with such obligations or provisions will not constitute a Default or Event of Default. In the event Covenant Defeasance occurs in accordance with the indenture, the Events of Default described under clauses (3) through (7) under the caption Events of default and the Event of Default described under clause (9) under the caption Events of default (but only with respect to Subsidiaries of Plains), in each case, will no longer constitute an Event of Default.

Concerning the trustee

Wells Fargo Bank, N.A. is the trustee under the indenture and has been appointed by Plains as initial registrar and paying agent with regard to the notes.

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Additional information

Anyone who receives this prospectus may obtain a copy of the indenture without charge by writing to Plains Exploration & Production Company, 700 Milam, Suite 3100, Houston, Texas 77002.

Governing law

The indenture, the notes and the Subsidiary Guarantees will be governed by the laws of the State of New York.

Definitions

Acquired Debt means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, regardless of whether such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person, but excluding Indebtedness which is extinguished, retired or repaid in connection with such Person merging with or becoming a Subsidiary of such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

Acquired Subordinated Indebtedness means Subordinated Debt of Plains or any of its Restricted Subsidiaries, that is Acquired Debt and was not incurred in connection with, or in contemplation of, another Person merging with or into, or becoming a Restricted Subsidiary of, Plains or any of its Subsidiaries.

Additional Assets means:

(1) any property or assets (other than Indebtedness and Capital Stock) to be used by Plains or a Restricted Subsidiary in a Related Business;

(2) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by Plains or a Restricted Subsidiary;

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary; or

(4) Capital Stock of any Subsidiary of Plains; *provided* that all the Capital Stock of such Subsidiary held by Plains or any of its Restricted Subsidiaries shall entitle Plains or such Restricted Subsidiary to not less than a *pro rata* portion of all dividends or other distributions made by such Subsidiary upon any of such Capital Stock; *provided further, however*, that, in the case of clauses (2), (3) and (4), such Subsidiary is primarily engaged in a Related Business.

Adjusted Consolidated Net Tangible Assets means (without duplication), as of the date of determination, the remainder of:

(a) the sum of:

(i) discounted future net revenues from proved oil and gas reserves of Plains and its Restricted Subsidiaries calculated in accordance with SEC guidelines before any

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provincial, territorial, state, Federal or foreign income taxes, as estimated by Plains in a reserve report prepared as of the end of Plains' most recently completed fiscal year for which audited financial statements are available and giving effect to applicable Oil and Natural Gas Hedging Contracts, as increased by, as of the date of determination, the estimated discounted future net revenues from:

(A) estimated proved oil and gas reserves acquired since such year end, which reserves were not reflected in such year end reserve report, and

(B) estimated oil and gas reserves attributable to upward revisions of estimates of proved oil and gas reserves (including previously estimated development costs incurred during the period and the accretion of discount since the prior period end) since such year end due to exploration, development, exploitation or other activities, in each case calculated in accordance with SEC guidelines, and decreased by, as of the date of determination, the estimated discounted future net revenues from:

(C) estimated proved oil and gas reserves reflected in such reserve report produced or disposed of since such year end, and

(D) estimated oil and gas reserves attributable to downward revisions of estimates of proved oil and gas reserves reflected in such reserve report since such year end due to changes in geological conditions or other factors which would, in accordance with standard industry practice, cause such revisions, in each case calculated substantially in accordance with SEC guidelines, in each case as estimated by Plains' petroleum engineers or any independent petroleum engineers engaged by Plains for that purpose;

(ii) the capitalized costs that are attributable to oil and gas properties of Plains and its Restricted Subsidiaries to which no proved oil and gas reserves are attributable, based on Plains' books and records as of a date no earlier than the date of Plains' latest available annual or quarterly financial statements;

(iii) the Net Working Capital (excluding, to the extent included in the determination of discounted future net revenues under clause (i)(A) above, any adjustments made pursuant to FAS 143) on a date no earlier than the date of Plains' latest annual or quarterly financial statements; and

(iv) the greater of:

(A) the net book value of other tangible assets of Plains and its Restricted Subsidiaries, as of a date no earlier than the date of Plains' latest annual or quarterly financial statements, and

(B) the appraised value, as estimated by independent appraisers, of other tangible assets of Plains and its Restricted Subsidiaries, as of a date no earlier than the date of Plains' latest audited financial statements (*provided* that Plains shall not be required to obtain such appraisal solely for the purpose of determining this value); *minus*

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(b) the sum of:

(i) the net book value of shares of stock of any class of Capital Stock of a Restricted Subsidiary that are not owned by Plains or a Restricted Subsidiary;

(ii) any net gas balancing liabilities of Plains and its Restricted Subsidiaries reflected in Plains' latest audited financial statements;

(iii) to the extent included in (a)(i) above, the discounted future net revenues, calculated in accordance with SEC guidelines (utilizing the prices utilized in Plains' year end reserve report), attributable to reserves which are required to be delivered to third parties to fully satisfy the obligations of Plains and its Restricted Subsidiaries with respect to Volumetric Production Payments (determined, if applicable, using the schedules specified with respect thereto); and

(iv) the discounted future net revenues, calculated in accordance with SEC guidelines, attributable to reserves subject to Dollar-Denominated Production Payments which, based on the estimates of production and price assumptions included in determining the discounted future net revenues specified in (a)(i) above, would be necessary to fully satisfy the payment obligations of Plains and its Subsidiaries with respect to Dollar-Denominated Production Payments (determined, if applicable, using the schedules specified with respect thereto).

If Plains changes its method of accounting from the full cost or a similar method to the successful efforts method of accounting, Adjusted Consolidated Net Tangible Assets will continue to be calculated as if Plains were still using the full cost or a similar method of accounting.

Affiliate of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, *control*, as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms *controlling*, *controlled by* and *under common control with* have correlative meanings.

Asset Sale means:

(1) the sale, lease, conveyance or other disposition of any assets or rights (including by way of a Production Payment or a sale and leaseback transaction); *provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of Plains and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the indenture described above under the caption *Repurchase requirements at the option of holders* *Change of control* and/or the provisions described above under the caption *Covenants* *Merger, consolidation or sale of substantially all assets* and not by the provisions of the *Asset Sale* covenant; and

(2) the issuance of Equity Interests in any of Plains' Restricted Subsidiaries (other than directors' qualifying shares and other than Capital Stock issued upon the exercise or conversion of other Capital Stock or debt securities issued in accordance with the terms of the indenture) or the sale of Equity Interests held by Plains or its Subsidiaries in any of its Subsidiaries.

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Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

- (1) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than \$20.0 million;
- (2) a transfer of assets between or among Plains and its Restricted Subsidiaries;
- (3) an issuance of Equity Interests by a Restricted Subsidiary to Plains or to a Restricted Subsidiary;
- (4) the sale or lease of equipment, inventory, products, services, accounts receivable or other assets in the ordinary course of business, and any sale or other disposition of damaged, worn-out or obsolete assets or assets that are no longer useful in the conduct of the business of Plains and its Restricted Subsidiaries;
- (5) the sale or other disposition of cash or Cash Equivalents;
- (6) a Restricted Payment that does not violate the covenant described above under the caption Covenants Restricted payments;
- (7) the consummation of a Permitted Investment, including, without limitation, unwinding any Hedging Obligations;
- (8) a disposition of Hydrocarbons or mineral products inventory in the ordinary course of business;
- (9) the sale or transfer (regardless of whether in the ordinary course of business) of crude oil and natural gas properties or direct or indirect interests in real property; *provided* that at the time of such sale or transfer such properties do not have associated with them any proved reserves;
- (10) the farm-out, lease or sublease of developed or undeveloped crude oil or natural gas properties owned or held by Plains or such Restricted Subsidiary in exchange for crude oil and natural gas properties owned or held by another Person;
- (11) any trade or exchange by Plains or any Restricted Subsidiaries of oil and gas properties or other properties or assets for oil and gas properties or other properties or assets owned or held by another Person, *provided* that the fair market value of the properties or assets traded or exchanged by Plains or such Restricted Subsidiary (together with any cash) is reasonably equivalent to the fair market value of the properties or assets (together with any cash) to be received by Plains or such Restricted Subsidiary, and *provided* further that any net cash received must be applied in accordance with the provisions described above under the caption Repurchase requirements at the option of holders Asset sales;
- (12) the creation or perfection of a Lien (but not, except to the extent contemplated in clause (13) below, the sale or other disposition of the properties or assets subject to such Lien);
- (13) the creation or perfection of a Permitted Lien and the exercise by any Person in whose favor a Permitted Lien is granted of any of its rights in respect of that Permitted Lien;

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(14) the licensing or sublicensing of intellectual property, including, without limitation, licenses for seismic data, in the ordinary course of business and which do not materially interfere with the business of Plains and its Restricted Subsidiaries;

(15) surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind; and

(16) the disposition of oil and natural gas properties in connection with tax credit transactions complying with Section 29 of the Internal Revenue Code or any successor or analogous provisions of the Internal Revenue Code.

Board of Directors means, as to any Person, the board of directors of such Person or any duly authorized committee thereof.

Capital Stock means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, regardless of whether such debt securities include any right of participation with Capital Stock.

Capital Lease Obligation means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

Cash Equivalents means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than one year from the date of acquisition;

(3) marketable general obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition thereof, having a credit rating of *A* or better from either S&P or Moody's;

(4) certificates of deposit, demand deposit accounts and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of \$500.0 million and a Thomson Bank Watch Rating of *B* or better;

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(5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2), (3) and (4) above entered into with any financial institution meeting the qualifications specified in clause (4) above;

(6) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within one year after the date of acquisition;

(7) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (6) of this definition; and

(8) deposits in any currency available for withdrawal on demand with any commercial bank that is organized under the laws of any country in which Plains or any Restricted Subsidiary maintains its chief executive office or is engaged in the Related Business, *provided* that all such deposits are made in such accounts in the ordinary course of business.

Change of Control means:

(1) any person or group of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than Permitted Holders, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that such person or group shall be deemed to have beneficial ownership of all shares that any such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of Plains (or its successor by merger, consolidation or purchase of all or substantially all of its assets) (for the purposes of this clause, such person or group shall be deemed to beneficially own any Voting Stock of Plains held by an entity, if such person or group beneficially owns (as defined above), directly or indirectly, more than 50% of the voting power of the Voting Stock of such entity);

(2) the first day on which a majority of the members of the Board of Directors of Plains are not Continuing Directors;

(3) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of Plains and its Restricted Subsidiaries taken as a whole to any person (as such term is used in Sections 13(d) and 14(d) of the Exchange Act); or

(4) the adoption of a plan or proposal for the liquidation or dissolution of Plains.

Change of Control Triggering Event means the occurrence of both a Change of Control and a Rating Decline with respect to the notes.

Consolidated Cash Flow means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period *plus*, without duplication:

(1) an amount equal to any extraordinary loss *plus* any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale (together with any related provision for taxes and any related non-recurring charges relating to any premium or penalty paid, write-off of deferred financing costs or other financial recapitalization charges in connection with redeeming or retiring any Indebtedness prior to its Stated Maturity), to the extent such losses were deducted in computing such Consolidated Net Income; *plus*

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(2) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; *plus*

(3) the Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; *plus*

(4) exploration and abandonment expense (if applicable) to the extent deducted in calculating Consolidated Net Income; *plus*

(5) depreciation, depletion, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period), impairment, other non-cash expenses and other non-cash items (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, depletion, amortization, impairment and other non-cash expenses were deducted in computing such Consolidated Net Income; *plus*

(6) any interest expense attributable to any Oil and Natural Gas Hedging Contract, to the extent that such interest expense was deducted in computing such Consolidated Net Income; *plus*

(7) the accretion of interest charges on future plugging and abandonment obligations and future retirement benefits, to the extent such charges were deducted in computing such Consolidated Net Income; *minus*

(8) non-cash items increasing such Consolidated Net Income for such period, other than items that were accrued in the ordinary course of business; and *minus*

(9) the sum of (a) the amount of deferred revenues that are amortized during such period and are attributable to reserves that are subject to Volumetric Production Payments and (b) amounts recorded in accordance with GAAP as repayments of principal and interest pursuant to Dollar-Denominated Production Payments;

in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the foregoing, the provision for taxes on the income or profits of, and the depreciation, depletion and amortization and other non-cash charges and expenses of, a Restricted Subsidiary of the referent Person shall be added to Consolidated Net Income to compute Consolidated Cash Flow only to the extent (and in the same proportion) that the Net Income of such Restricted Subsidiary was included in calculating the Consolidated Net Income of such Person and only if a corresponding amount would be permitted at the date of determination to be dividended to the referent Person by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Restricted Subsidiary or its stockholders. Furthermore, solely for the purpose of calculating Consolidated Cash Flow, any expenses attributable to stock appreciation rights will not be deducted in computing Consolidated Net Income prior to payment of such expenses in cash.

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Consolidated Net Income means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; *provided* that:

(1) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary of the Person;

(2) the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders; *provided, however* that the operation of this clause (2) shall be suspended with respect to any Restricted Subsidiary that is acquired by Plains or any of its Subsidiaries (regardless of whether such acquisition is effected pursuant to a merger or otherwise) (such Restricted Subsidiary being referred to as a *Newly Acquired Restricted Subsidiary*), but such suspension shall cease immediately after the first six months following such acquisition; *provided further, however* that the Net Income for such period of any Newly Acquired Restricted Subsidiary that is acquired by Plains or any of its Restricted Subsidiaries during such period, shall be included;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) any gain (loss) realized upon the sale or other disposition of any property, plant or equipment of such Person or its consolidated Restricted Subsidiaries (including pursuant to any sale or leaseback transaction) which is not sold or otherwise disposed of in the ordinary course of business and any gain (loss) realized upon the sale or other disposition of any Capital Stock of any Person will be excluded;

(5) any asset impairment writedowns on Oil and Gas Properties under GAAP or SEC guidelines will be excluded;

(6) any non-cash mark-to-market adjustments to assets or liabilities resulting in unrealized gains or losses in respect of Hedging Obligations (including those resulting from the application of SFAS 133) shall be excluded;

(7) to the extent deducted in the calculation of Net Income, any non-cash or nonrecurring charges associated with any premium or penalty paid, write-off of deferred financing costs or other financial recapitalization charges in connection with redeeming or retiring any Indebtedness will be excluded; and

(8) any net losses or expenses associated with the Pre-Issue Date Hedge Buyouts and/or the Oil and Natural Gas Hedging Contracts mentioned in the definition of *Pre-Issue Date Hedge Buyouts* will be excluded.

Consolidated Net Worth means, with respect to any specified Person as of any date, the sum of:

(1) the consolidated equity of the common stockholders of such Person and its consolidated Subsidiaries as of such date; *plus*

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(2) the respective amounts reported on such Person's balance sheet as of such date with respect to any series of preferred stock (other than Disqualified Stock) that by its terms is not entitled to the payment of dividends unless such dividends may be declared and paid only out of net earnings in respect of the year of such declaration and payment, but only to the extent of any cash received by such Person upon issuance of such preferred stock.

Continuing Directors means, as of any date of determination, any member of the Board of Directors of Plains who:

(1) was a member of such Board of Directors on March 13, 2007; or

(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election.

Credit Facilities means, with respect to Plains or any of its Restricted Subsidiaries, one or more debt facilities (including, without limitation, the Senior Credit Agreement), commercial paper facilities or Debt Issuances providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to any lenders, other financiers or to special purpose entities formed to borrow from (or sell such receivables to) any lenders or other financiers against such receivables), letters of credit, bankers' acceptances, other borrowings or Debt Issuances, in each case, as amended, restated, modified, renewed, extended, refunded, replaced or refinanced (in each case, without limitation as to amount), in whole or in part, from time to time (including through one or more Debt Issuances) and any agreements and related documents governing Indebtedness or obligations incurred to refinance amounts then outstanding or permitted to be outstanding, whether *provided* under the original agreement, indenture or other documentation relating thereto.

Currency Agreement means in respect of a Person any foreign exchange contract, currency swap agreement or other similar agreement as to which such Person is a party or a beneficiary.

Debt Issuances means, with respect to Plains or any Restricted Subsidiary, one or more issuances after March 13, 2007 of Indebtedness evidenced by notes, debentures, bonds or other similar securities or instruments.

Default means any event which is, or after notice or passage of time or both would be, an Event of Default.

Disqualified Stock means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require Plains to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that Plains may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption *Covenants - Restricted payments*. The amount of Disqualified Stock

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deemed to be outstanding at any time for purposes of the indenture will be the maximum amount that Plains and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

Dollar-Denominated Production Payments means production payment obligations recorded as liabilities in accordance with GAAP, together with all undertakings and obligations in connection therewith.

Domestic Restricted Subsidiary means any Restricted Subsidiary that was formed under the laws of the United States or any state of the United States or the District of Columbia or that Guarantees or otherwise provides direct credit support for any Indebtedness of Plains or any Subsidiary Guarantor.

Equity Interests means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

Equity Offering means (1) an offering for cash by Plains of its Capital Stock (other than Disqualified Stock), or options, warrants or rights with respect to its Capital Stock or (2) a contribution of cash to Plains in exchange for its Capital Stock (other than Disqualified Stock).

Exchange Act means the Securities Exchange Act of 1934, as amended.

Existing Indebtedness means Indebtedness of Plains and its Subsidiaries (other than Indebtedness under the Senior Credit Agreement) in existence on March 13, 2007 (including the \$500,000,000 aggregate principal amount of 7% Senior Notes due 2017 issued by Plains on March 13, 2007, of which \$76,901,000 aggregate principal amount remains outstanding, and all related Guarantees of such notes by its Subsidiaries, the \$600,000,000 aggregate principal amount of 7³/₄% Senior Notes due 2015 issued by Plains on June 19, 2007, of which \$79,281,000 aggregate principal amount remains outstanding, and all related Guarantees of such notes by its Subsidiaries, the \$400,000,000 aggregate principal amount of 7⁵/₈% Senior Notes due 2018 issued by Plains on May 23, 2008 and all related Guarantees of such notes by its Subsidiaries, the \$565,000,000 aggregate principal amount of 10% Senior Notes due 2016 of which \$184,892,000 aggregate principal amount remains outstanding, issued by Plains on March 6, 2009 and April 6, 2009 and all related Guarantees of such notes by its Subsidiaries, the \$400,000,000 aggregate principal amount of 8⁵/₈% Senior Notes due 2019 issued by Plains on September 11, 2009 and all related Guarantees of such notes by its Subsidiaries, the \$300,000,000 aggregate principal amount of 7⁵/₈% Senior Notes due 2020 issued by Plains on March 29, 2010 and all related Guarantees of such notes by its Subsidiaries, the \$600,000,000 aggregate principal amount of 6⁵/₈% Senior Notes due 2021 issued by Plains on March 29, 2011 and all related Guarantees of such notes by its Subsidiaries, and the \$1,000,000,000 aggregate principal amount of 6³/₄% Senior Notes due 2022 issued by Plains on November 21, 2011 and all related Guarantees of such notes by its Subsidiaries, in each case, until such amounts are repaid.

Fair Market Value means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Board of Directors or management of Plains (unless otherwise *provided* in the indenture), which determination will be conclusive for all purposes under the indenture.

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Farm-In Agreement means an agreement whereby a Person agrees to pay all or a share of the drilling, completion or other expenses of an exploratory or development well (which agreement may be subject to a maximum payment obligation, after which expenses are shared in accordance with the working or participation interest therein or in accordance with the agreement of the parties) or perform the drilling, completion or other operation on such well in exchange for an ownership interest in an oil or gas property.

Farm-Out Agreement means a Farm-In Agreement, viewed from the standpoint of the party that transfers an ownership interest to another.

Fixed Charge Coverage Ratio means with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the *Calculation Date*), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

- (1) acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers, consolidations or otherwise (including acquisitions of assets used or useful in a Related Business), or by any Person or any of its Restricted Subsidiaries acquired by the specified Person or any of its Restricted Subsidiaries, and including any related financing transactions and including increases in ownership of Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, shall be deemed to have occurred on the first day of the four-quarter reference period and the Consolidated Cash Flow for such reference period will be calculated giving pro forma effect to any expense and cost reductions that have occurred or, in the reasonable judgment of the chief accounting or chief financial officer of Plains, are reasonably expected to occur (regardless of whether those operating improvements or cost savings could then be reflected in pro forma financial statements prepared in accordance with Regulation S-X under the Securities Act or any other regulation or policy of the SEC related thereto);
- (2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;
- (3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;

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(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;

(5) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(6) if any Indebtedness bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness if such Hedging Obligation has a remaining term as at the Calculation Date in excess of 12 months).

Fixed Charges means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (excluding (i) any interest attributable to Production Payments and Reserve Sales, (ii) write-off of deferred financing costs and (iii) accretion of interest charges on future plugging and abandonment obligations, future retirement benefits and other obligations that do not constitute Indebtedness, but including, without limitation, amortization of debt issuance costs and original issue discount, noncash interest payments, the interest component of any deferred payment obligations other than that attributable to any Oil and Natural Gas Hedging Contract, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers acceptance financings), and net of the effect of all payments made or received pursuant to Interest Rate Agreements; *plus*

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest on Indebtedness of another Person (other than a Restricted Subsidiary of such specified Person) that is guaranteed by the specified Person or one or more of its Restricted Subsidiaries or secured by a Lien on assets of such specified Person or one or more of its Restricted Subsidiaries, regardless of whether such Guarantee or Lien is called upon; *plus*