

November 28, 2017

Bureau of Ocean Energy Management (BOEM)
Attn: Colette Worcester
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

RE: **BOEM NON REQUIRED FILING**
Memorandum of Operating Agreement and Financing Statement for GC 859 UOA

Dear Ms. Worcester,

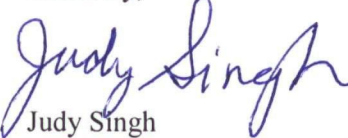
Enclosed for your further handling Anadarko Petroleum Corporation, Anadarko US Offshore LLC, Exxon Mobil Corporation, Eni Petroleum US LLC, Statoil USA E&P Inc., Cobalt International Energy, L.P. and Marubeni Oil & Gas (USA) Inc. respectfully submits the following: two (2) copies of Memorandum of Operating Agreement and Financing Statement covering four (4) leases: OCS-G 24194, OCS-G 24197, OCS-G 26346 and OCS-G 26355.

Please file Memorandum of Operating Agreement and Financing Statement under Category 1 – Mortgage, Deed of Trust, Security Agreement.

I have attached a copy of the filing fee receipt for \$116.00 (Tracking ID 2668M1GA) which was paid under Pay.gov. Also included is a return self-addressed stamped envelope to include for the returned stamp copy to complete our files.

If you have any questions you may contact me at 832-636-3881

Sincerely,

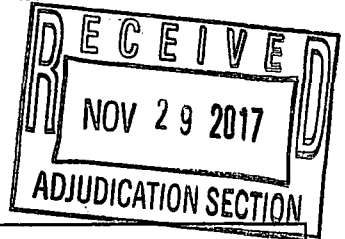

Judy Singh
GOM Deepwater Land

Enclosures: 2 MOAs
Pay.gov receipt
Return envelope

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
Attn: KIM CAPSTIN
ANADARKO E & P INC
P O BOX 1330
HOUSTON, TX 77251-1330



First VENDOR

ANADARKO PETROLEUM CORP

First VENDEE

ANADARKO US OFFSHORE CORP

Index Type : Conveyances

File # : 1469752

Type of Document : Agreement

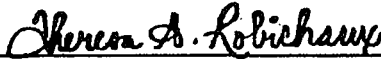
Book : 2404

Page : 182

Recording Pages : 24

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana


Clerk of Court

On (Recorded Date) : 12/10/2014

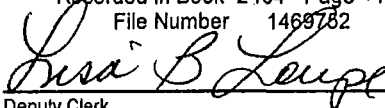
At (Recorded Time) : 10:33:58AM



Doc ID - 012927010024

CLERK OF COURT
THERESAA. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 12/10/2014 at 10:33:58
Recorded in Book 2404 Page 182
File Number 1469752




Deputy Clerk

Additional Index Recordings

Index Type	Book	Page	File #
MTG	2705	276	1469752

Return To :
ANADARKO E & P INC
P O BOX 1330
HOUSTON, TX 77251-1330

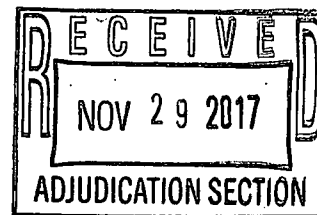
COVER PAGE

MEMORANDUM OF OPERATING AGREEMENT AND FINANCING
STATEMENT

RECORDATION IN TERREBONNE PARISH

GC 859/903/904/948
HEIDELBERG PROSPECT
GC 859 UNIT

Exhibit "K"



Attached to and made a part of that certain Unit Operating Agreement effective May 1, 2011, by and between Anadarko Petroleum Corporation, as Operator, and Anadarko US Offshore Corporation, Exxon Mobil Corporation, Eni Petroleum US LLC, Statoil USA E&P Inc., Cobalt International Energy, L.P., Marubeni Oil & Gas (USA) Inc. and PXP Offshore LLC, as Non-Operator(s)

MEMORANDUM OF UNIT OPERATING AGREEMENT AND FINANCING STATEMENT
(Louisiana)

- 1.0 This Memorandum of Unit Operating Agreement and Financing Statement (Louisiana) (this "Memorandum") is effective as of the effective date of the Unit Operating Agreement referred to in Paragraph 2.0 below and is executed by the undersigned duly authorized representative of **Anadarko Petroleum Corporation**, a Delaware corporation, whose taxpayer identification number is 76-0146568 and whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380 (the "Operator")¹, by the undersigned duly authorized representative of **Anadarko US Offshore Corporation ("AUOC")**, a Delaware corporation, whose taxpayer identification number is 76-0544357 and whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, by the undersigned duly authorized representative of **Exxon Mobil Corporation ("ExxonMobil")**, a New Jersey corporation, whose taxpayer identification number is 13-5409005 and whose address is 22777 Springwoods Village Parkway, Houston, Texas 77389, by the undersigned duly authorized representative of **Eni Petroleum US LLC ("Eni")**, a Delaware limited liability company, whose taxpayer identification number is 76-0607429 and whose address is 1200 Smith Street, Suite 1700, Houston, Texas 77002, by the undersigned duly authorized representative of **Statoil USA E&P Inc. ("Statoil")**, a Delaware corporation, whose taxpayer identification number is 59-3740856 and whose address is 2103 CityWest Blvd, Suite 800, Houston, Texas 77042-2834, by the undersigned duly authorized representative of **Cobalt International Energy, L.P. ("Cobalt")**, a Delaware limited partnership, whose taxpayer identification number is 20-3782411 and whose address is 1980 Post Oak Blvd., Suite 1200, Houston, Texas 77056, by the undersigned duly representative of **Marubeni Oil & Gas (USA) Inc. ("Marubeni")** a Delaware corporation, whose taxpayer identification number is 20-268451 and whose address is 777 North Eldridge, Suite 900, Houston, Texas 770079, by the undersigned duly authorized representative of **PXP Offshore LLC ("PXP")**, a Delaware limited liability company, whose taxpayer identification number is 90-0895555 and whose address is 400 East Kaliste Saloom Rd., Suite 1100, Lafayette, LA 70508 (all of the aforementioned parties other than the Operator are hereinafter referred to collectively as the "Non-Operator(s)"). The Operator and the Non-Operators are sometimes referred to individually as a "Party" and collectively as the "Parties". The term "Person" means an individual, partnership, corporation, trust, limited liability company or other entity.
- 2.0 The Operator and the Non-Operators are parties to that certain Unit Operating Agreement dated effective May 1, 2011, as amended (the "Unit Operating Agreement"), providing for the development and production of crude oil, natural gas and associated substances from the lands described in Exhibit "A" of the Unit Operating Agreement (hereinafter called the "Prospect Area") and described more particularly in Attachment "1" to this Memorandum, and designating Anadarko Petroleum Corporation as Operator to conduct such operations for the Non-Operators. All OCS federal oil and gas leases (or portions thereof) identified in Exhibit "A" of the Unit Operating Agreement and in Attachment "1" to this Memorandum and the lands affected that are within the Prospect Area are hereinafter called the "Leases."

¹ For clarity, the defined term "Operator" is used in this Memorandum in place of the term "Affiliate Operator", which is used to refer to Anadarko Petroleum Corporation in the Unit Operating Agreement.

Reference is made hereby to the Unit Operating Agreement for all purposes, and its terms and provisions are incorporated herein by this reference to the same extent as if the Unit Operating Agreement was reproduced herein. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Unit Operating Agreement. In the event of any conflict between the terms or provisions of this Memorandum and those contained in the Unit Operating Agreement, including exhibits thereto, and notwithstanding anything to the contrary in the Unit Operating Agreement, the terms and provisions of this Memorandum shall at all times and in all events, prevail and control and govern between the Parties hereto, with the non-conflicting terms and provisions of the Unit Operating Agreement continuing in full force and effect. The presence of a term governing conduct in the Unit Operating Agreement and the absence of a term governing the same conduct in this Memorandum or the presence of a term governing conduct in this Memorandum and the absence of a term governing the same conduct in the Unit Operating Agreement shall not constitute a conflict between the agreements.

- 3.0 Among other provisions, the Unit Operating Agreement (i) provides for certain mortgages, pledges and security interests to secure payment by the Parties of their respective share of costs and other obligations under the Unit Operating Agreement, (ii) contains an Accounting Procedure along with other provisions which supplement the mortgage, pledge and security interest provisions, (iii) includes non-consent clauses which provide that Parties who elect not to participate in certain operations shall be deemed to have relinquished their interest until the consenting Parties are able to recover their costs of such operation plus a specified amount, (iv) includes a provision requiring payment of interest on amounts past due, and (v) grants certain preferential rights to purchase.
- 4.0 A true and correct copy of the Unit Operating Agreement is on file and available for inspection by third parties at the offices of the Operator at the address set forth in this Memorandum.
- 5.0 The purpose of this Memorandum is to more fully describe, implement, and perfect the mortgages, pledges and security interests provided for in the Unit Operating Agreement, and to place third parties on notice thereof.
- 6.0 In addition to any other privileges, security rights and remedies provided for in the Unit Operating Agreement and/or by law with respect to the services rendered or materials and equipment furnished under the Unit Operating Agreement, in consideration of the mutual rights and obligations of the Parties hereunder, the Parties hereby agree as follows:
 - 6.1. To secure the complete and timely performance of and payment by each Non-Operator of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operator or hereafter arising, pursuant to the Unit Operating Agreement, each Non-Operator grants to Operator a mortgage, hypothecate, and pledge of and over all of its rights, titles and interests, whether now existing or hereafter acquired, in and to (a) the Leases, (b) the oil, gas, and associated substances in, on, under, and that may be produced from the lands within the Prospect Area, and (c) all other immovable property susceptible of mortgage situated within the Prospect Area.

The maximum amount for which the mortgage herein granted by each Non-Operator shall be deemed to secure the obligations and indebtedness of such Non-Operator to the Operator as stipulated herein is hereby fixed in an amount equal to \$500,000,000.00 (the "Limit of the Mortgage of Each Non-Operator"). Notwithstanding the foregoing Limit of the Mortgage of Each Non-Operator, the liability of each Non-Operator under the Unit Operating Agreement and the mortgage, pledge, and security interest granted hereby shall be limited to (and the Operator shall not be entitled to enforce the same against such Non-Operator for an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in the Unit Operating Agreement or this Memorandum) outstanding and unpaid and that are attributable to or charged against the interest of such Non-Operator pursuant to the Unit Operating Agreement.

6.2. To secure the complete and timely performance of and payment by each Non-Operator of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operator or hereafter arising, pursuant to the Unit Operating Agreement, each Non-Operating Party hereby grants to the Operator a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil, gas, and associated substances produced from the lands or offshore blocks covered by the Leases or included within the Prospect Area or attributable to the Leases or the Prospect Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil, gas, and associated substances (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated substances at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated substances once produced, and (d) all Production Systems, wells, facilities, fixtures, other corporeal property, whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Leases or the Prospect Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Prospect Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Prospect Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Non-Operator in and to the oil, gas, and associated substances produced from or attributable to the Leases or the Prospect Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Leases or the Prospect Area. To the extent allowed under applicable law, the security interest granted by each Non-Operator hereunder covers: (A) all substitutions, replacements, and accessions to the property of such Non-Operator described herein and is intended to cover all of the rights, titles and interests of such Non-Operator in all movable property now or hereafter located upon or used in connection with the Prospect Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of such Non-Operator in connection with the Leases or the Prospect Area, or the oil, gas, and associated substances produced from or attributable to the Leases or the Prospect Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of each Non-Operator in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Prospect Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of each Non-Operator in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Prospect Area, including the following:

(1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Attachment "1", to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Prospect Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Prospect Area;

(2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently

existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Attachment "1", to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Prospect Area; and

(3) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Leases or the Prospect Area.

- 6.3. To secure the complete and timely performance of and payment by the Operator (a non Working Interest Owner) of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to the Unit Operating Agreement, Anadarko US Offshore Corporation ("Operator's Affiliate") grants to each Non-Operator a mortgage, hypothecate, and pledge of and over all of its rights, titles and interests, whether now existing or hereafter acquired, in and to (a) the Leases, (b) the oil, gas, and associated substances in, on, under, and that may be produced from the lands within the Prospect Area, and (c) all other immovable property susceptible of mortgage situated within the Prospect Area.

The maximum amount for which the mortgage herein granted by the Operator's Affiliate shall be deemed to secure the obligations and indebtedness of the Operator to all Non-Operators as stipulated herein is hereby fixed in an amount equal to \$500,000,000.00 (the "Limit of the Mortgage of the Operator's Affiliate"). Notwithstanding the foregoing Limit of the Mortgage of the Operator's Affiliate, the liability of the Operator under the Unit Operating Agreement and the mortgage, pledge, and security interest granted hereby shall be limited to (and the Non-Operators shall not be entitled to enforce the same against the Operator's Affiliate for an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in the Unit Operating Agreement or this Memorandum) outstanding and unpaid and that are due by the Operator pursuant to the Unit Operating Agreement.

- 6.4. To secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to the Unit Operating Agreement, the Operator's Affiliate hereby grants to each Non-Operator a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil, gas, and associated substances produced from the lands or offshore blocks covered by the Leases or included within the Prospect Area or attributable to the Leases or the Prospect Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil, gas, and associated substances (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated substances at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated substances once produced, and (d) all Production Systems, wells, facilities, fixtures, other corporeal property whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Leases or the Prospect Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Prospect Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Prospect Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Operator's Affiliate in and to the oil, gas, and associated substances produced from or attributable to the Leases or the Prospect Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the

wellhead of the well or wells located on the Leases or the Prospect Area. To the extent allowed under applicable law, the security interest granted by the Operator's Affiliate hereunder covers: (A) all substitutions, replacements, and accessions to the property of the Operator's Affiliate described herein and is intended to cover all of the rights, titles and interests of the Operator's Affiliate in all movable property now or hereafter located upon or used in connection with the Prospect Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of the Operator's Affiliate in connection with the Leases or the Prospect Area, or the oil, gas, and associated substances produced from or attributable to the Leases or the Prospect Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of the Operator's Affiliate in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Prospect Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of the Operator's Affiliate in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Prospect Area, including the following:

(1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Attachment "1", to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Prospect Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Prospect Area;

(2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Attachment "1", to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Prospect Area; and

(3) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Leases or the Prospect Area.

- 6.5 To the extent allowed under applicable law, the mortgage, pledge and the security interests granted by each Party in the Unit Operating Agreement and this Memorandum shall secure (A) the complete and timely performance of and payment by such Party of all of its obligations and indebtedness of every kind and nature, whether now owed by such Party or hereafter arising pursuant to the Unit Operating Agreement and this Memorandum, and (B) the payment of all Costs and other expenses properly charged to such Party, together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Procedure, attached to the Unit Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser,

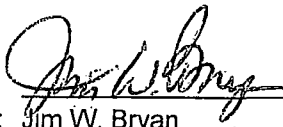
(2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.

- 6.6 To the extent allowed under La. C.C.P. art. 2631 et seq., each Party may use executory process to enforce the mortgage and security rights granted hereunder as to any property subject hereto. Therefore, each Non-Operator hereby confesses judgment in favor of the Operator up to the full amount secured hereunder as set forth in Article 6.1 (*Mortgage in Favor of the Operator*), and does by these present, consent, agree and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth or in the Unit Operating Agreement, or the breach of the Unit Operating Agreement in any of its parts by such Non-Operator, the mortgage or security interests shall, at the option of the Operator, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for the Operator, as holder of the mortgage or security interests, without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold without appraisal, which is hereby expressly waived, by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law. Furthermore, the Operator's Affiliate hereby confesses judgment in favor of each Non-Operator up to the full amount secured hereunder as set forth in Article 6.3 (*Mortgage in Favor of the Non-Operator*), and does by these present, consent, agree and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth or in the Unit Operating Agreement, or the breach of the Unit Operating Agreement in any of its parts by the Operator, the mortgage or security interests shall, at the option of such Non-Operator, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for such Non-Operator, as holder of the mortgage or security interests, without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold without appraisal, which is hereby expressly waived, by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law.
- 6.7 If any Non-Operator defaults in its payment obligations (a "Defaulting Non-Operator") to Operator under the Unit Operating Agreement, and if any other Non-Operators have paid to Operator any share of amounts owed by the Defaulting Non-Operator, each Non-Operator that has paid a share of the unpaid amounts of the Defaulting Non-Operator (a "Contributing Non-Operator") shall be subrogated to the Operator's mortgage and security rights granted by the Defaulting Non-Operator in Articles 6.1 and 6.2 of this Memorandum to the extent of such payments made by such Contributing Non-Operator. To the extent that any recovery is made by Operator pursuant to Articles 6.1 or 6.2 of amounts owed by a Defaulting Non-Operator, Operator shall account to each Contributing Non-Operator for its proportionate share, to the extent of such payments made by such Contributing Non-Operator, of any amounts so recovered
- 7.0 This Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) shall constitute a non-standard form of financing statement under the terms of Louisiana Law of Secured Transactions, La. R.S. 10:9-101 et seq. (the "Uniform Commercial Code") and, as such, for the purposes of perfecting the security interests granted in favor of the Operator, may be filed for record in the office of the Clerk of Court of any parish in the State of Louisiana, with the Operator being the secured party and the respective Non-Operator being the debtor with respect to such filing. For the purposes of the security interest in favor of the respective Non-Operator, this Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) may be

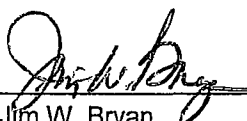
filed in the aforementioned office as a non-standard form of financing statement with the respective Non-Operator being the secured party and the Operator's Affiliate being the debtor with respect to such filing. In addition, this Memorandum also constitutes a financing statement filed as a fixture filing. This Memorandum, when filed for registry in the conveyance and mortgage records of the appropriate parish(es), is intended to function both as a filed agreement under La. R.S. 31:216 and a declaration under La. R.S. 31:217, and any successor statutes thereto, and serve as notice to third parties of the existence of the Unit Operating Agreement and the conventional mortgages created herein as burdens on the title of the Parties to their interest in the Leases. All parties to the Unit Operating Agreement are identified on Attachment "1".

- 8.0 On default of any covenant or condition of the Unit Operating Agreement, in addition to any other remedy afforded by law or the practice of the State of Louisiana, each Party thereto and any successor to such Party by assignment, operation of law, or otherwise, shall have, and is hereby given and vested with, the power and authority to foreclose the mortgage, pledge and security interest established in its favor in the Unit Operating Agreement and herein in the manner provided by law and to exercise all rights of a secured party under the Uniform Commercial Code.
- 9.0 Upon expiration of the Unit Operating Agreement and the satisfaction of all obligations and debts established thereunder, on behalf of all Parties concerned, the Operator and the Non-Operators, as appropriate, shall file of record an appropriate release and termination of all mortgage, pledge, security and all other rights created under the Unit Operating Agreement and this Memorandum. Upon the filing of such release and termination instrument, all benefits and obligations under this Memorandum shall terminate as to all Parties who have executed or ratified this Memorandum. In addition, at any time prior to the filing of such release and termination instrument, the Operator and the Non-Operators shall have the right to file a continuation statement with respect to any financing statement filed in favor of any such Party under the terms of this Memorandum.
- 10.0 It is understood and agreed by the Parties hereto that if any part, term, or provision of this Memorandum is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Memorandum did not contain the particular part, term or provision held to be invalid.
- 11.0 This Memorandum shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective heirs, legal representatives, successors and assigns. The failure of one or more Persons owning an interest in the Prospect Area to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those Persons who have executed this Memorandum.
- 12.0 A party having an interest in the Prospect Area can ratify this Memorandum by execution and delivery of an instrument of ratification, adopting and entering into this Memorandum, and such ratification shall have the same effect as if the ratifying party had executed this Memorandum or a counterpart thereof. By execution or ratification of this Memorandum, such party hereby consents to its ratification and adoption by any party who may have or may acquire any interest in the Prospect Area.
- 13.0 This Memorandum may be executed or ratified in one or more counterparts and all of the executed or ratified counterparts shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed of record. Each Party authorizes the filing by any other Party of an original or any copy of this Memorandum as a financing statement under the Uniform Commercial Code.

ANADARKO PETROLEUM CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF MONTGOMERY

Thus done and signed by Jim W. Bryan , as the Agent and Attorney-in-Fact for, **Anadarko Petroleum Corporation** and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 17 day of November, 2014

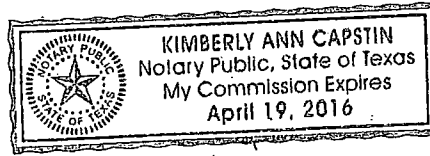
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016

WITNESSES

Judith Singh
Printed Name: Judith Singh

Neeraj Punseer
Printed Name: NEERAJ PUNSEER



AFFIDAVIT

STATE OF TEXAS
COUNTY OF MONTGOMERY

Thus done and signed by Jim W. Bryan , as the Agent and Attorney-in-Fact for, **Anadarko US Offshore Corporation** and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 17 day of November, 2014

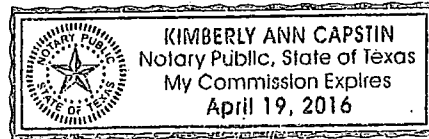
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016


WITNESSES

Judith Singh
Printed Name: Judith Singh

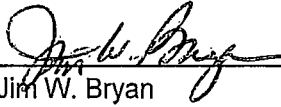
Neeraj Punseer
Printed Name: NEERAJ PUNSEER



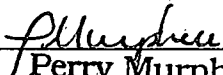
ANADARKO PETROLEUM CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: 
Name: Perry Murphree
Title: Chief Operating Officer
Date: 11-21-2014

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Perry Murphree the Chief Operating Officer for Marubeni Oil & Gas (USA) Inc. and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 21st day of November, 2014.

Katie Colleen Gray
NOTARY PUBLIC

My Commission Expires: December 30, 2016



WITNESSES

Robert B. Priestly
Printed Name: Robert B. Priestly

Mary B. Cooke
Printed Name: Mary B. Cooke

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Keith Howell the Land Manager for Statoil USA E&P Inc. and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ___ day of _____, 20__.

NOTARY PUBLIC

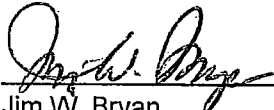
My Commission Expires: _____

WITNESSES

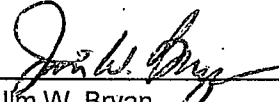
Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

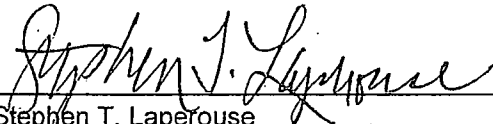
ANADARKO US OFFSHORE CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: 
Name: Stephen T. Laperouse
Title: Vice President
Date: 12-1-14

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

CSB
MD

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by _____ the _____ for Eni Petroleum US LLC and on behalf of said limited liability company by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

Printed Name: _____

Printed Name: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

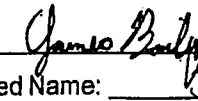
Thus done and signed by Stephen T. Laperouse a Vice President for **PXP Offshore LLC** and on behalf of said limited liability company by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 1st day of December, 2014.

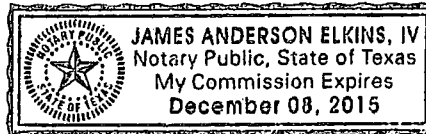

NOTARY PUBLIC

My Commission Expires: 12/8/15

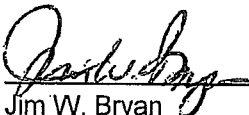
WITNESSES


Printed Name: Juliana Schanter

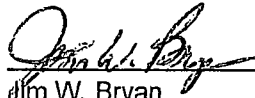

Printed Name: James Bailey



ANADARKO PETROLEUM CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-2014

ANADARKO US OFFSHORE CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-2014


MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By:  ^{RW} _{CS}
Name: Gary F. Clifford
Title: Business Development Manager
Date: December 5, 2014

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

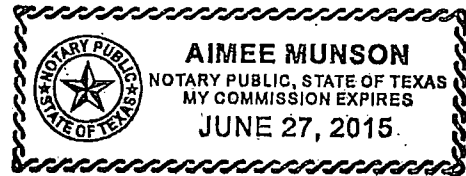
AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Gary Clifford the Business Development Manager for Eni Petroleum US LLC and on behalf of said limited liability company by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 5th day of Dec, 2014.

Aimee Munson
NOTARY PUBLIC

My Commission Expires: 6/27/15



WITNESSES

Ralph Watson
Printed Name: Ralph Watson

Bailey Smyth
Printed Name: Bailey Smyth

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by _____ the _____ for _____ and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ____ day of _____, 20__.

NOTARY PUBLIC

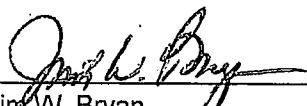
My Commission Expires: _____

WITNESSES

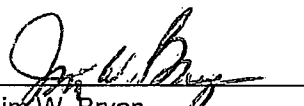
Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

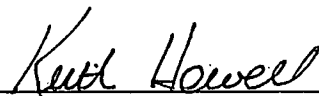
PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: 
Name: Keith Howell
Title: Land Manager
Date: 11/24/2014

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by _____ the _____ for **Marubeni Oil & Gas (USA) Inc.** and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

Printed Name: _____

Printed Name: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Keith Howell the Land Manager for **Statoil USA E&P Inc.** and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 24 day of November, 2014.

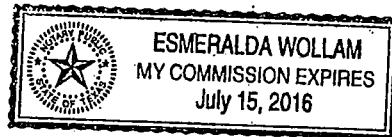
Esmeralda Wollam
NOTARY PUBLIC

My Commission Expires: 7/15/16

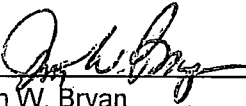
WITNESSES

Jordan Sorrell
Printed Name: Jordan Sorrell

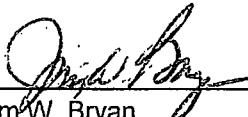
Don Harris
Printed Name: DON HARRIS



ANADARKO PETROLEUM CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

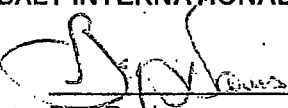
ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

By: 
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: 11/25/14

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by _____ the _____ for Eni Petroleum US LLC and on behalf of said limited liability company by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

Printed Name: _____

Printed Name: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Ben Davis the Attorney-in-Fact for Cobalt International Energy, L.P. and on behalf of said ~~corporation~~ entity by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 21st day of November, 2014.

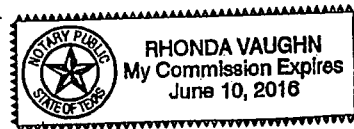
Rhonda Vaughn
NOTARY PUBLIC

My Commission Expires: _____

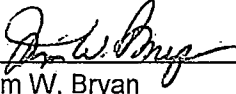
WITNESSES

[Signature]
Printed Name: Mike Talside


Connie Chance
Printed Name: Connie chance



ANADARKO PETROLEUM CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____


STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: 
Name: D. Mark Fincher
Title: Agent and Attorney-in-Fact
Date: December 2, 2014

KJM

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by _____ the _____ for _____ and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

Printed Name: _____

Printed Name: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by D. Mark Fincher the Agent and Attorney-in-Fact for Exxon Mobil Corporation and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 2 day of December, 2014.

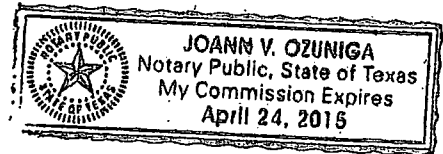
Joann V. Ozuniga
NOTARY PUBLIC

My Commission Expires: 4/24/15

WITNESSES

Keith E. Breiner
Printed Name: Keith Breiner

Kevin Murphy
Printed Name: Kevin Murphy



KJM

Attachment "1"

Attached to and made a part of that MEMORANDUM OF UNIT OPERATING AGREEMENT AND FINANCING STATEMENT dated effective May 1, 2011, by and between Anadarko Petroleum Corporation, as Operator, and Anadarko US Offshore Corporation, Exxon Mobil Corporation, Eni Petroleum US LLC, Statoil USA E&P Inc., Cobalt International Energy, L.P., Marubeni Oil & Gas (USA) Inc. and PXP Offshore LLC, as Non-Operator(s).

DESCRIPTION OF PROSPECT AREA AND ASSOCIATED LEASES:

SERIAL NUMBER	AREA and BLOCK	LEASE DATE
OCS-G 24194	Green Canyon Block 859	July 1, 2002
OCS-G 24197	Green Canyon Block 903	July 1, 2002
OCS-G 26346	Green Canyon Block 904	July 1, 2004
OCS-G 26355	Green Canyon Block 948	July 1, 2004

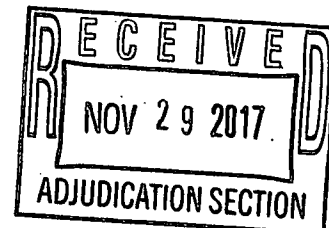
Parties to the Unit Operating Agreement:

Anadarko Petroleum Corporation – Operator
Anadarko US Offshore Corporation – Non-Operator
Exxon Mobil Corporation – Non-Operator
Eni Petroleum US LLC – Non-Operator
Statoil USA E&P Inc. – Non-Operator
Cobalt International Energy, L.P. – Non-Operator
Marubeni Oil & Gas (USA) Inc. – Non-Operator
PXP Offshore LLC – Non-Operator



December 9, 2014

Terrebonne Parish Clerk of Courts
Attn: Lisa, Recording Division
7856 Main Street
Houma, LA 70361



RE: Memorandum of Operating Agreement and Financing Statement
Filing in Conveyance/Mortgage and Secretary State of Louisiana
Offshore Gulf of Mexico

Dear Lisa:

Per our phone conversation Tuesday, December 9, 2014 enclosed for your further handling, Anadarko Petroleum Corporation respectfully submits the following:

- One (1) original and one (1) copy of the Memorandum of Operating Agreement and Financing Statement for OCS-G 24194, Green Canyon Block 859; OCS-G 24197 Green Canyon, Block 903; OCS-G 26346, Green Canyon, Block 904; and OCS-G 26355, Green Canyon, Block 948, by and between Anadarko Petroleum Corporation, Anadarko US Offshore Corporation, Exxon Mobil Corporation, Eni Petroleum US LLC, Statoil USA E&P Inc., Cobalt International Energy, L.P., Marubeni Oil & Gas (USA) Inc., and PXP Offshore LLC.

Please file this Memorandum of Operating Agreement and Financing Statement in the Terrebonne Parish Conveyance/Mortgage Records. And please furnish a certified copy (enclosed copy) and invoice to Anadarko Petroleum Corporation, Attn: Kim Capstin, 1201 Lake Robbins Drive, The Woodlands, Texas, 77380.

Also, as we discussed regarding the UCC recording, we are waiting for a check to come in order to submit. We will forward to you upon receipt of check for UCC filing. We wanted to expedite the parish filing sooner rather than later.

Once the Memorandums have been recorded please furnish a certified copy and invoice to
If you have any questions please feel free to contact the undersigned at (832) 636-8796 or via email: kimberly.capstin@anadarko.com.

Thank you for all of your kind help through this process of filing.

Sincerely,

Kim Capstin
Anadarko Petroleum Corporation
Land Analyst - Offshore GOM

Enclosures – 1 Original Memorandum of Operating Agreement and Financing Statements and 1 copy

Palmer Corp -