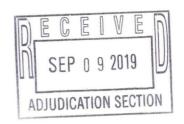


Alison Hutchings 2200 Ross Avenue, Suite 5200 Dallas, TX 75201 Tel +1 214 665 3630 Fax +1 214 665 5931 hutchingsa@gtlaw.com



September 6, 2019

## Via Hand Delivery

Bureau of Ocean Energy Management Adjudication Unit – MS-5421 1201 Elmwood Park Blvd. New Orleans, LA 70123

Re:

Document for Filing

My File No. 044552.021600

Ladies and Gentlemen:

Enclosed for filing for record purposes is UCC Financing Statement Amendment of Initial File No. OCS-G 33604.

The Parties are:

- a. Debtor: CSL Exploration, LP
- b. Secured Party: Goldman Sachs Bank USA, as Administrative Agent

The category under which the document should be filed is 3 – UCC Filings and Financial Statements.

I am the submitter, and my contact information is located at the top of this letter.

Finally, enclosed is a copy to be date stamped and returned to me.

Thank you for your assistance in this matter. Please do not hesitate to contact me should you have any questions.

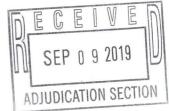
Regards,

Alison Hutchings
Paralegal

**Enclosures** 

ACTIVE 45660474v1

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				4 10	
UCC	FINAN	CING	STAT	EMEN	IT



	CC FINANCING STATEMENT AMENDMEN LOW INSTRUCTIONS	Т		ADJ	JDICATION SECTION	N
Α. Ι	NAME & PHONE OF CONTACT AT FILER (optional)		1			
В. І	E-MAIL CONTACT AT FILER (optional)					
C. :	SEND ACKNOWLEDGMENT TO: (Name and Address)		-			
Γ						
L			THE ABOVE SPA	CE IS FO	R FILING OFFICE USE	ONLY
	INITIAL FINANCING STATEMENT FILE NUMBER  CS-G 33604		(or recorded) in the REAL	ESTATE		
2.	TERMINATION: Effectiveness of the Financing Statement identified above Statement	e is terminated w			m UCC3Ad) and provide Debto cured Party authorizing this	
3.	ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7l For partial assignment, complete items 7 and 9 and also indicate affected c	b, <u>and</u> address of ollateral in item 8	Assignee in item 7c <u>and</u> name o	of Assignor	in item 9	
4.	CONTINUATION: Effectiveness of the Financing Statement identified ab continued for the additional period provided by applicable law	ove with respect	to the security interest(s) of Sec	ured Party	authorizing this Continuation	n Statement is
Т	CHAN	a or 6b; and item 7	ddress: Complete 7a or 7b <u>and</u> item 7c7a or 7b,	ne: Comple <u>and</u> item 7		Give record name lem 6a or 6b
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSON	IAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
7. (	CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Informati	ion Change - provide of	only <u>one</u> name (7a or 7b) (use exact, full na	ime; do not or	nit, modify, or abbreviate any part of	the Debtor's name)
	7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S SURNAME					
	INDIVIDUAL'S FIRST PERSONAL NAME					
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)					SUFFIX
7c.	MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
	COLLATERAL CHANGE: Also check one of these four boxes: ADD Indicate collateral:  ease refer to Exhibit A attached hereto and incorpora	o collateral ated herein		RESTATE C	overed collateral A	SSIGN collateral
		MENDMENT: P		name of As	signor, if this is an Assignme	nt)
	9a. ORGANIZATION'S NAME Goldman Sachs Bank USA, as Administrat	ive Agent				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSON		ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
	OPTIONAL FILER REFERENCE DATA: DE MRE (Mortgaged Property)			4	(GT File No. 0445	552.021600)

# EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: CSL Exploration, LP

Secured Party: Goldman Sachs Bank USA, as Administrative Agent

Unless otherwise defined herein, all capitalized terms utilized in this UCC Financing Statement shall have the meaning set forth in that certain Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated as of March 9, 2017, as amended by that certain First Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated as of April 2, 2018, as further amended by that certain Second Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated as of September 5, 2019 (as thereafter amended, restated, supplemented or otherwise modified from time to time, the "Mortgage") from CSL Exploration, LP (formerly known as CATOG South Louisiana, LP, formerly known as Cathexis Oil & Gas, LLC), as Mortgagor and Debtor, to Goldman Sachs Bank USA, as Mortgagee and Mortgagee Secured Party.

The collateral subject to this financing statement is described as:

- (a) All of Debtor's rights, titles, interests and estates whether now owned or hereafter acquired in and to the Hydrocarbons (defined in paragraph (c) below) and/or Leases which are described on Exhibit A-1 attached hereto (all references herein to such Exhibit A-1 shall include the introductory and explanatory comments thereto contained in the preamble to Exhibit A-1), irrespective of whether such rights, titles, interests and estates are accurately described on Exhibit A-1 and including, without limitation, overriding royalty interests, production payments, net profits interests or other interests irrespective of whether such interests are cost bearing and of whatsoever nature or kind and however characterized, together with any and all mineral interests, mineral rights, royalty interests, fee interests or other interests derived from a landowner or landowners of the lands described on the attached Exhibit A-1 (including to the extent any wells are described on Exhibit A-1, the leasehold or unit underlying such wells) or in the documents described on Exhibit A-1, all of which such rights, titles, interests and estates of Debtor and howsoever characterized being hereinafter collectively called the "Leases";
- (b) All rights, titles, interests and estates now owned or hereafter acquired by Debtor in and to (i) the properties now or hereafter pooled or unitized with any of the Leases; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction and so called "working interest units" created under operating agreements or otherwise) which may affect all or any portion of the Leases including, without limitation, those units which may be described on Exhibit A-1; (iii) all operating agreements, contracts, farm

out agreements, farm in agreements, area of mutual interest agreements, equipment leases and other agreements which relate to any of the Leases or interests in the Leases described or referred to herein on Exhibit A-1 or to the production, sale, purchase, exchange, processing, transporting or marketing of the Hydrocarbons (hereinafter defined) from or attributable to such Leases or interests; (iv) the Leases described on Exhibit A-1 even though Debtor's interest therein be incorrectly described or a description of a part or all of such Leases or Debtor's interest therein be omitted; and (v) any and all improvements and other constructions now or hereafter located on the Leases or lands described in Exhibit A-1 or in the documents described on Exhibit A-1 to the extent that such property should constitute or be deemed to constitute immovable property for purposes of Louisiana law, including without limitation any buildings, platforms, structures, towers, rigs or other immovable property or component part thereof or any such property is otherwise susceptible of mortgage pursuant to Louisiana Civil Code Article 3286 or Louisiana Mineral Code Article 203; it being intended by Debtor herein to cover and affect hereby all interests which Debtor may now own or may hereafter acquire in and to the Leases and lands described on Exhibit A-1 or in the documents described on Exhibit A-1 notwithstanding that the interests as specified on Exhibit A-1 be limited to particular lands, specified depths or particular types of property interests;

- (c) All rights, titles, interests and estates now owned or hereafter acquired by Debtor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (collectively called the "Hydrocarbons") in and under which may be produced and saved from or attributable to the Leases, the lands covered thereby and Debtor's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Leases, the lands covered thereby, and Debtor's interests therein which are subjected or required to be subjected to the Liens and security interests of the Mortgage; and further including any and all Liens and security interests in the Hydrocarbons and the proceeds therefrom securing payment of proceeds from the sale of Hydrocarbons;
- (d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Leases, properties, rights, titles, interests and estates described or referred to in subparagraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Debtor, including, without limitation, the surface leases, subsurface leases, pipeline rights-of-way, servitudes and easements described on Exhibit A-1 hereto, if any, and any and all property, real or personal, now owned or hereafter acquired and situated upon, used, held for use, or useful in connection with the operating, working or development of any of such Leases or properties (excluding drilling rigs, trucks, automotive equipment or other personal property which may be taken to the premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, wellhead valves, field gathering systems, pipelines, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements,

cables, wires, towers, casing, tubing and rods, power, telephone and telegraph lines, surface leases, rights-of-way, easements, servitudes, licenses and other surface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties;

- (e) Any property that may from time to time hereafter, by writing of any kind, be subjected to the Lien and security interest hereof by Debtor or by anyone on Debtor's behalf; and the Secured Party is hereby authorized to receive the same at any time as additional security hereunder;
- (f) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Debtor in and to the Leases, as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any Leases, properties, rights, titles, interests or estates are subject, or otherwise; together with any and all renewals and extensions of any of the Leases, properties, rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Debtor in and to the Leases, properties, rights, titles, interests or estates;
- (g) All accounts, goods that are or are to become fixtures, equipment, as-extracted collateral, inventory and contract rights and other general intangibles as such terms are defined in the Uniform Commercial Code-Secured Transactions from time to time in effect in the State of Louisiana, La. R.S. 10:9-101, et seq. (including, without limitation, to the extent assignable, all seismic data, geological data, geophysical data and interpretations of any of the foregoing to the extent a security interest therein may be assigned) constituting a part of, relating to, or arising out of the property and collateral described or mentioned in paragraphs (a) through (f) above, and all proceeds and products of the property and collateral described or mentioned in this and said preceding paragraphs;
- (h) All of Debtor's rights, now owned or hereafter acquired, in and to all lease records, well records and production records which relate to any of the foregoing property;
- <u>provided</u>, <u>however</u>, the foregoing is made subject to the overriding royalties, unit declarations, operating agreements, contracts, encumbrances, agreements, exceptions, limitations and other matters, if any, described or referred to in <u>Exhibit A-1</u> and which are taken into consideration in computing any percentage, decimal or fractional interests set forth in <u>Exhibit A-1</u>), and the condition that Secured Party shall not be liable in any respect for the performance of any covenant or obligation of the Debtor in respect of the Mortgaged Properties (all of the properties, interests and rights described in paragraphs (a) through (h) above, being hereinafter sometimes referred to as the "<u>Mortgaged Properties</u>");
- (i) All of Debtor's as-extracted collateral located in or relating to Mortgaged Properties located either on the Mortgaged Properties or in federal waters adjacent to the

parish or parishes in the State of Louisiana where the Mortgage is filed, including, without limitation, all as-extracted collateral related to the Mortgaged Properties, the Hydrocarbons and all products obtained or produced therefrom;

- (j) All Hydrocarbons, and the proceeds therefrom, produced and to be produced from the interests of Debtor in the Subject Leases, properties, processing plants and interests now or hereafter constituting a part of the Mortgaged Properties from and after the Effective Date (as defined in the Mortgage);
- (k) All amounts or proceeds hereafter payable to or to become payable to Debtor or to which Debtor is entitled under all Hydrocarbon sales contracts, all Hydrocarbon contracts, all transportation contracts, and all Hydrocarbon treating and processing contracts relating to or now or hereafter to become a part of the Mortgaged Properties; and
- (l) During any period while an Event of Default has occurred and is continuing, all amounts, sums, revenues and income which become payable to Debtor from any of the Mortgaged Properties (including after-acquired properties) or under any contract, present or future, relating to any Hydrocarbon pipeline system and processing plant or unit now or hereafter constituting a part of the Mortgaged Properties.

# **EXHIBIT A-1 TO UCC FINANCING STATEMENT**

#### **PREAMBLE**

This Exhibit A-1 contains this Preamble and the specific description of the "Leases" comprising a portion of the "Mortgaged Properties", as those terms are defined in the Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement (the "Mortgage").

<u>Divisions</u>. This <u>Exhibit A-1</u> may be composed of several divisions and subdivisions—at least one for each state and county or parish in each state in which any part of the Mortgaged Properties is located in more than one county or parish, the division hereof containing the description of such Hydrocarbons (as defined in the Mortgage) will generally include the relevant portion of each of the counties in which any part of such oil, gas and mineral lease is located. Counties or parishes containing portions of such multi-county or multi-parish leases may therefore be covered by more than one division of this <u>Exhibit A-1</u>. Each subdivision is in turn composed of further subdivisions—each one covering one or more of the oil, gas and mineral leases included among the Mortgaged Properties.

Counterparts. The Mortgage may be executed in multiple counterparts, each of which is deemed to be an original for all purposes although all such executed copies shall evidence and constitute one and the same Mortgage; provided that it shall never be necessary for Secured Party to produce more than one fully executed counterpart with all divisions to prove the existence of all such counterparts. The counterpart recorded in a particular county or parish may have attached to it only the division or subdivisions of this exhibit that contain descriptions of Mortgaged Properties located in such county or parish. Whenever a recorded counterpart of the Mortgage contains less than all of the divisions, the descriptions contained in the omitted divisions are hereby incorporated into said recorded counterpart by reference.

<u>Definitions</u>. For all purposes of this <u>Exhibit A-1</u>, the following terms shall have the indicated meanings:

"Block" means several leases within an immediate vicinity.

"Defensible Title" means, with respect to each property, title that:

(a) entitles the owner to receive (free and clear of all royalties, overriding royalties and net profits interests or other burdens on or measured by the production of Hydrocarbons, without regard to whether such interest appears of record) not less than the Net Revenue Interest set forth on Exhibit A-1 (or in such other certificate or writing provided to Administrative Agent or Lenders representing the interests in the Properties, including any Mortgage) in all Hydrocarbons produced, saved and marketed from the Property for the productive life of the Property, free and clear of all Liens except (i) the Permitted Liens, and (ii) Liens in favor of Administrative Agent, for the ratable benefit of the Secured Parties, to secure the Obligations; and

(b) obligates the owner to bear costs and expenses relating to the maintenance, development and operation of such Property in an amount not greater than the Working Interest set forth on Exhibit A-1 for the productive life of such Property.

"Net Revenue Interest" or "NRI" means (i) with respect to a Unit for which a Net Revenue Interest is stated, that interest in the applicable Hydrocarbons (as defined in the Mortgage) produced, saved and sold from such unitized area which is afforded to Debtor by virtue of its ownership of the Leases included in whole or in part in such area after deducting all burdens against the production therefrom, and (ii) with respect to a Well for which a Net Revenue Interest is stated, that interest in the applicable hydrocarbons produced, saved and sold from the Well which is afforded to Debtor by virtue of its ownership of the Lease (hereinafter defined) on which such Well is located after deducting all burdens against the production therefrom.

"Overriding Royalty Interest" means (i) with respect to a Unit for which an Overriding Royalty Interest is stated, that interest in the applicable Hydrocarbons (as defined in the Mortgage) produced, saved, and sold from such unitized area which is afforded to Debtor by virtue of its ownership of such expense-free interest in the Leases included in whole or in part in such area after deducting landowner royalties and any other burdens to which such interest may be subject, and (ii) with respect to a Well for which an Overriding Royalty Interest is stated, that interest in the applicable Hydrocarbons produced, saved and sold from the Well which is afforded to Debtor by virtue of its ownership of such expense-free interest in the Lease (hereinafter defined) on which such Well is located after deducting landowner royalties and any other burdens to which such interest may be subject.

"Unit" means a unit, pool, or communitized area described or referred to in this Exhibit A-1.

"Well" means any existing oil or gas well, salt water disposal well, injection well, water supply well or any other well located on or related to the Mortgaged Properties or any well which may hereafter be drilled and/or completed on the Mortgaged Properties, or any facility or equipment in addition to or replacement of any well, including a well producing or capable of producing oil and/or gas that is described or referred to in this Exhibit A-1.

"Working Interest" or "WI" means the property interest which entitles the owner thereof to explore and develop certain land for oil and gas production purposes, whether under an oil and gas lease or unit, a compulsory pooling order or otherwise. And, (i) with respect to a Unit for which a Working Interest is stated, Debtor's share of the costs of operations conducted thereon, and (ii) with respect to a Well for which a Working Interest is stated, Debtor's share of costs of the operation thereof.

Scope and Format of Description. The subject interests are expressly limited to the Subject Leases insofar and only insofar as they cover lands and depth intervals in which Debtor owns an undivided interest and do not include lands and depth intervals in which Debtor owns no undivided interest even though such lands or depth intervals are covered by the Subject Leases; <u>provided</u>, however, that this provision shall not impair Secured Party's rights under the warranty of title contained in the Mortgage. The format of the description is as follows:

With respect to each Lease, the description includes the Lease, the date, the Lessor, the Lessee, the recording information, the governmental or state serial number assigned to the lease (if applicable), and a description of the lands covered by the Lease. If the recorded instrument is a short form of memorandum of a Lease, the term "Lease" shall be deemed to include all of the terms and provisions of the Lease referred to in such short form or memorandum. Certain property descriptions are abbreviated to Sections, Townships, and Ranges. In such descriptions, the following terms may be abbreviated as follows:

Northwest Quarter NW or NW/4; Southwest Ouarter SW or SW/4; Southeast Quarter SE or SE/4; Northeast Ouarter NE or NE/4: North Half N/2; South Half S/2;East Half E/2; West Half W/2:

The applicable Blocks are followed by an N, S, E, or W to indicate whether the Block is North, South, East, or West. Certain descriptions merely refer to the Block in which the property is located in whole or in part. In such cases, the recorded Leases and any amendments thereof and any other recorded instruments affecting Debtor's title more particularly describe the land within such Block in which Debtor owns an interest, and the descriptions contained in such instruments are incorporated herein by this reference. In the case of certain federal and state leases, the interests set forth may be in the nature of either record, title or operating rights. The land description does not necessarily signify that Debtor owns the entire interest in such Lease as to all of such land or as to all depth intervals. The statement of a Working Interest and a Net Revenue Interest for a Well or Unit does not necessarily signify that Debtor owns the same applicable Lease or leases as to the areas or depth intervals not attributable to the Well or Unit.

The statement of a Working Interest and a Net Revenue Interest with respect to a Well or Wells signifies that Debtor owns that Working Interest and Net Revenue Interest in the Well or Wells with respect to the intervals in which the Well or Wells are currently completed, and excludes a unitized area or formation, if any, included within a Unit which is also described in this Exhibit A-1.

Each Well or Unit with respect to which the Working Interest and Net Revenue Interest of Debtor is stated is described as follows: (i) each well is described by reference to the Well name given to the Well in Debtor's records, which may or may not be the name stated in the records of the applicable state or federal regulatory authority, and (ii) each Unit is described by the name by which such Unit is referred to in Debtor's records, which may or may not be the name used (if a name is used) in the instrument creating such Unit.

The matters to which any Lease, well or Unit described in this <u>Exhibit A-1</u> are stated to be subject within a given prospect may burden any Lease, Well, or Unit described in this Exhibit within the same prospect.

# Exhibit "A" All Properties, Interests, and Wells Acadia, Jefferson and Vermilion Parishes, Louisiana

Lease	Well Number	Operator	Field	Prospect	Reservoir Category	WI	NRI
PROVED DEVELOPED PRODUCING			,				
NS 3 RA SUA;EST OF M KAHN LLC	001	LLOX LLC	BOSCO SOUTH	BOSCO	IPDP	50.0%	37.5%
CHRISTIAN	001	CLAYTON WILLIAMS ENERGY INCORPORATED	MANILA VILLAGE	MANILA VILLAGE	IPDP	30.0%	22.0%
OCS G33604	C001S0B0	TANA EXPL CO LLC	VERMILION BK 284	VERMILION	1PDP	20.0%	16.0%
OCS G33604	C002S0B0	TANA EXPL CO LLC	VERMILION BK 284	VERMILION	IPDP	20.0%	16.0%
PROVED NON- PRODUCING							
ESTATE OF MERVINE KAHN LLC	001	LLOX, LLC	BOSCO SOUTH	BOSCO	2PNP	50.0%	37.6%

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EXHIBIT 'A'
LEASES AND RIGHTS-OF-WAY

Lease Number	Lessor	Lessee	<u>Lease</u> <u>Date</u>	State	County/ Parish	Recording Info
LA-103-001-000	Estate of Mervine Kahn LLC	Cathexis Oil & Gas, LLC	10/30/2013	Louisiana	Acadla	Book T67, Page 217, Ref 849086
LA-103-002-000	Henry Lee Melancon	Cathexis Oil & Gas, LLC	11/5/2013	Louisiana	Acadia	Book T67, Page 220, Ref 849087
LA-103-003-000	Melvin Melancon	Cathexis Oil & Gas, LLC	11/20/2013	Louisiana	Acadia	Book T67, Page 223, Ref 849088
LA-103-004-000	Elaine Melancon Courville	Cathexis Oil & Gas, LLC	11/20/2013	Louisiana	Acadia	Book T67, Page 225, Ref 849089
LA-103-005-000	Genevieve Melancon Credeur	Cathexis Oil & Gas, LLC	11/20/2013	Louisiana	Acadia	Book T67, Page 227, Ref 849090
LA-103-006-00D	Virginia Melancon Breaux	Cathexis Oil & Gas, LLC	11/20/2013	Louisiana	Acadia	Book T67, Page 229, Ref 849091
LA-103-007-000	Vanola Melancon Castille	Cathexis Oil & Gas, LLC	11/20/2013	Louisiana	Acadia	Book T67, Page 231, Ref 849092
LA-103-008-000	Allen D. Lormand, et al	Cathexis Oil & Gas, LLC	11/21/2013	Louisiana	Acadia	Book T67, Page 242, Ref 849096
LA-103-009-000	Clayton J. Lormand	Cathexis Oil & Gas, LLC	11/21/2013	Louisiana	Acadia	Book T67, Page 236, Ref 849094
LA-103-010-000	Merlin J. Lormand	Cathexis Oll & Gas, LLC	11/21/2013	Louisiana	Acadia	Book T67, Page 239, Ref 849095
LA-103-011-000	Allen D. Lormand	Cathexis Oll & Gas, LLC	11/21/2013	Louisiana	Acadia	Book T67, Page 233, Ref 849093
LA-103-012-000	Thelma Marie Martin	Cathexis Oil & Gas, LLC	12/3/2013	Louisiana	Acadia	Book T67, Page 245, Ref 849097
LA-103-013-000	Thelma Marie Martin, et al	Cathexis Oil & Gas, LLC	12/3/2013	Louisiana	Acadia	Book T67, Page 248, Ref 849098
LA-103-014-001	Property 17, L.L.C., et al	Cathexis Oil & Gas, LLC	12/17/2013	Louisiana	Acadia	Book T67, Page 251, Ref 849098
LA-103-014-002	Daniel H Larcade et al	Cathexis Oil & Gas, LLC	12/17/2013	Louisiana	Acadia	Book W67, Page 4, Ref 850744
LA-103-015-000	Palsy Ann Boudreaux Morvant	Cathexis Oil & Gas, LLC	12/27/2013	Louisiana	Acadia	Book, T67, Page 254, Ref 849100
LA-103-016-001	Ray Daniel Constantin	Cathexis Oil & Gas, LLC	12/27/2013	Louisiana	Acadia	Book T67, Page 257, Ref 849101
LA-103-016-002	Daniel H Larcade et al	Cathexis Oil & Gas, LLC	12/17/2013	Louisiana	Acadia	Book W67, Page 7, Ref 850745
LA-103-017-001	Daniel H Larcade et al	Cathexis Oil & Gas, LLC	1/10/2014	Louisiana	Acadia	Book V67, Page 1020, Ref 850740
LA-103-017-002	Pharaby Ann Bergeron Wilson	Cathexis Oil & Gas, LLC	2/8/2014	Louisiana	Acadia	Book V67, Page 1023, Ref 850741
LA-103-018-000	Daniel H Larcade et al	Cathexis Oil & Gas, LLC	1/10/2014	Louisiana	Acadia	Book V67, Page 1026, Ref 850742
LA-103-019-000	Philip Melacon	Cathexis Oil & Gas, LLC	11/20/2013	Louisiana	Acadia	Book V67, Page 1010, Ref 850735
LA-103-020-001	Thelma M Martin et al	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	Book T67, Page 206, Ref 849084
LA-103-020-002	Andrea Cormier Tomblin	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	Book V67, Page 1012, Ref 850736
LA-103-020-003	Linda Door Robinson	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	Book T67, Page 214, Ref 849085
LA-103-020-004	Raymond J Martin	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	Book V67, Page 1018, Ref 850739
LA-103-020-005	Sandra Elizabeth Smith	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadía	Book V67, Page 1014, Ref 850737
LA-103-020-006	Lynda Malley Zerinque	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	Book V67, Page 1016, Ref 850738
LA-103-021-001	Sandra Frances Larcade Griner	Cathexis Oil & Gas, LLC	1/10/2014	Louislana	Acadia	Book W67, Page 1, Ref 850743
LA-103-022-001	Paula Simon Giles	Cathexis Oil & Gas, LLC	2/8/2014	Louisiana	Acadla	Book W67, Page 13, Ref 850747
LA-103-022-002	Norma Boudreaux Dugas	Cathexis Oil & Gas, LLC	2/8/2014	Louisiana	Acadia	Book W67, Page 10, Ref 850746
LA-103-023-000	Paula Simon Giles	Cathexis Oil & Gas, LLC	2/8/2014	Louisiana	Acadia	Book W67, Page 16, Ref 850748
LA-103-024-001	Bonnie Bernard Romero	Cathexis Oil & Gas, LLC	1/29/2014	Louisiana	Acadia	Book W67, Page 19, #850749
LA-103-024-002	Penny Madeline Bernard	Cathexis Oil & Gas, LLC	1/29/2014	Louisiana	Acadia	Book W67, Page 22, Ref 850750
	Russum					•
LA-103-025-001	Paula Simons Giles	Cathexis Oil & Gas, LLC	2/8/2014	Louisiana	Acadia	Book W67, Page 31, Ref 850753
LA-103-025-002	Norma Boudreaux Dugas	Cathexis Oil & Gas, LLC	2/8/2014	Louisiana	Acadia	Book W67, Page 28, Ref 850752
LA-103-025-003	LaDonna Dugas Doucet	Cathexis Oil & Gas, LLC	2/8/2014	Louisiana	Acadia	Book W67, Page 25, Ref 850751
400010056-0						

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Lease Number	Lessor	Lessee	Lease	State	County/ Parish	Recording Info
LA-103-026-000	Sandra A Crawford	Calhexis Oil & Gas, LLC	2/4/2014	Louisiana	Acadia	Book W67, Page 34, Ref 850754
LA-103-027-000	Fund Inc	Cathexis Oil & Gas, LLC	3/1/2014	Louisiana	Acadia	Book W67, Page 37, Ref 850755
LA-103-028-001	Margaret Ann Emens Holl	Cathexis Oil & Gas, LLC	3/7/2014	Louisiana	Acadia	Book W67, Page 39, Ref 850756
LA-103-028-002	Landqwest LLC	Cathexis Oil & Gas, LLC	3/7/2014	Louisiana	Acadia	Book W67, Page 53, Ref 850757
N/A	Oliver Joseph Bergeron III	Cathexis Oil & Gas, LLC	2/8/2014	Louisiana	Acadia	Ref 852637
N/A	Dorothy Milner et al	Calhexis Oil & Gas, LLC	2/8/2014	Louisiana	Acadia	852638
N/A	Michael William Malley	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	852635
N/A	Charles R Malley	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	852636
N/A	Hays A. Rodrigue	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	855503
N/A	Thomas J Martin	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	855504
N/A	Bernice Martin Toblason	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	855890
N/A	Donna Martin Hissong	Cathexis Oil & Gas, LLC	12/1/2013	Louisiana	Acadia	855891
N/A	Entergy Gulf States Louislana, LLC	Cathexis Oil & Gas, LLC	6/17/2014	Louislana	Acadia	853993
N/A	John W Hutchison, et al	LLOLA LLC	8/20/2014	Louisiana	Acadia	855549
N/A	Etaine Larcade Bourque et al	LLOLALLC	8/11/2014	Louisiana	Acadia	855178
N/A	Nickolas Steven Larcade et al	LLOLALLC	8/11/2014	Louisiana	Acadia	855816
	Bureau of Ocean Energy Management OCS-G-33604	Tana Exploration Company and BOEM		Federal Offshore	Vermilion Area, South Addition, Block 284	
LA-069-001-001 LA-069-001-002	Arne Holt Theodore M. Frazell	Clayton Williams Energy Inc Pride Oil and Gas Properties Inc	9/27/2012 10/20/2011	Louisiana Louisiana	Jefferson Jefferson	Book 140, Page 940, Ref 11253788 Book 3295, Page 590, Ref 11219179
LA-069-001-003	Roderick Smith	Pride Oil and Gas Properties Inc	11/15/2011	Louisiana	Jefferson	Book 3295, Page 595, Ref 11219184
LA-069-001-004	Keatinge Curt Keays	Pride Oil and Gas Properties Inc	10/25/2011	Louisiana	Jefferson	Book 3295, Page 592, Ref 11219181
LA-069-001-005	Robert Purcell	Pride Oil and Gas Properties Inc	10/25/2011	Louisiana	Jefferson	Book 3295, Page 591, Ref 11219180
LA-069-001-005	Laurie Purcell Rad	Pride Oil and Gas Properties Inc	11/15/2011	Louisiana	Jefferson	Book 3295, Page 593, Ref 00219182
LA-069-001-007	Purcell Family Revocable Trust	Pride Oil and Gas Properties Inc	11/15/2011	Louisiana	Jellerson	Book 3295, Page 597, Ref 11219186
LA-069-001-008	Wendy Holt Rozak	Pride Oil and Gas Properties Inc	11/15/2011	Louisiana	Jefferson	Book 3295, Page 596, Ref 11219185
LA-069-001-009	Matthew Purcell Hadley	Pride Oil and Gas Properties Inc	11/15/2011	Louisiana	Jefferson	Book 3295, Page 594, Ref 11219183
LA-069-001-010	Mark Hadley	Pride Oil and Gas Properties Inc	11/15/2011	Louisiana	Jefferson	Book 3295, Page 598, Ref 11219187
LA-069-001-011	Robert Ethan Hadley	Pride Oil and Gas Properties Inc	11/15/2011	Louisiana	Jefferson	Book 3296, Page 915, Ref 11224402
LA-069-003-000	William G Christian et al	Clayton Williams Energy Inc	7/19/2012	Louisiana	Jefferson	Book 3307, Page 84, Ref 11259224

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Lease Number	Lessor	Lessee	Lease	State	County! Parish	Recording Info
LA-069-004-000 LA-069-005-000 LA-069-006-000	Robert C, Hassinger et al ST of LA - A0321 William G. Christensen Jr	Clayton Williams Energy Inc Donegal Energy LLC Pride Oil and Gas Properties Inc	9/11/2012 2/8/2012 10/20/2011	Louisiana Louisiana Louisiana	Jefferson Jefferson Jefferson	Book 140, Page 941, Ref 11253789 Book 140, Page 870, Ref 11208930 Book, 3295, Page 584, Ref 11219170
LA-069-007-000	Robert C. Hassinger et al	Pride Oil and Gas Properties Inc	12/12/2011	Louisiana	Jefferson	Book 3295, Page 585, Ref 11219171
LA-069-009-000	St of LA - A0331	Clayton Williams Energy Inc	11/13/2013	Louisiana	Jefferson	Book 3330 Falio 536

# EXHIBIT 'A' CONTRACTS

<u>Contract</u> <u>Number</u>	Agreement	Parties to Agreement	Contract Date	State	County/ Parish	Recording Info
	Offshore Operating Agreement	Tana Exploration Company LLC , Cathexis Oil & Gas, LLC, & GCER Offshore, LLA	6/1/2013	Federal Offshore Louisiana		
	Participation Agreement	Tana Exploration Company LLC and Cathexis Oil & Gas, LLC	11/1/2012	Federal Offshore Louisiana		
	Joint Operating Agreement	Cathexis Oil & Gas LLC, LLOX & Blue Moon Exploration Co., LLC	2/28/2014	Louisiana	Acadia	
LA-059-002	Joint Operating Agreement	Clayton Williams, Petrogulf, Cathexis Oil & Gas, LLC & Tauber Exploration and Production Co.	8/1/2012	Louisiana	Jefferson	