

RECEIVED  
ADJUDICATION SECTION  
APR 19 2022



April 19, 2022

United States Department of Interior  
Bureau of Ocean Energy Management  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123  
Adjudication Department

Arena Offshore, LP  
2103 Research Forest Drive  
Suite 200  
The Woodlands, TX 77380  
281-681-9501  
281-681-9502 Fax

**RE: Declaration in Lieu of Operating Agreement  
Non-Required Filing Category 3 – UCC Filings and Financial Statements for  
OCS-G 33607 and OCS-G 33608.  
Arena Offshore, LP (GOM #2628) – Mortgagee and GOM Energy Venture III,  
LLC (GOM #2886), Arena Energy, LLC (GOM #2417) and Arena Offshore, LP  
(GOM #2628) as Mortgagor.**

Ladies & Gentlemen,

Attached are duplicate originals of a **Declaration in Lieu of Operating Agreement for OCS-G 33607 and OCS-G 33608 to be filed in Category 3 – UCC Filings and Financial Statements.**

The parties to this agreement are as follows:

**Mortgagee**  
Arena Offshore, LP (2628)

**Mortgagor**  
GOM Energy Venture III, LLC (2886)  
Arena Energy, LLC (2417)  
Arena Offshore, LP (2628)

Also enclosed is the Pay.gov receipt in the amount of \$58.00 to cover the filing fees in OCS-G 33607 and OCS-G 33608.

If you have any questions, please don't hesitate to contact the undersigned at 281-210-3126.

Sincerely,

A handwritten signature in blue ink that reads "Rachelle Taylor".

Rachelle Taylor  
Landman  
Encls.

DECLARATION IN LIEU OF OPERATING AGREEMENT

(LOUISIANA) To be filed in the conveyance records and in the mortgage records

- 1.0 This Declaration in Lieu of Operating Agreement (Louisiana) (this "Declaration") is effective as of the effective date of the Operating Agreement ("Operating Agreement") referred to in Paragraph 2.0 below and is executed by **Arena Offshore, LP** as the designated operator (the "Operator") under the Operating Agreement, through its undersigned, duly authorized representative, in accordance with the terms of the Louisiana Mineral Code, La. R.S. 31:216-217. Operator's organizational identification number is GOM Company # **2628**, is located at the **2103 Research Forest Drive, Suite 200, The Woodlands, TX 77380** and the last four digits of its tax identification number is 73-1652813.
- 2.0 Operator and by and **GOM Energy Venture III, LLC** (formerly **Peregrine Oil & Gas II, LP**) and **Arena Energy, LLC** (Operator and **Arena Energy, LLC** are successor to **Entek USA General LLC**) are parties to that certain Operating Agreement dated effective **April 26, 2010**, which provides for the exploration, development and production of crude oil, natural gas and associated substances from the property described in Attachment "1" to this Declaration (hereinafter referred to as the "Contract Area") and which designates **Arena Offshore, LP** as the Operator, to conduct such operations for all parties to the Operating Agreement, as further specified therein. The parties to the Operating Agreement are also identified on Attachment "1". All property and any oil and gas wells within the Contract Area that may be held or acquired by any or all of the Operator and the Non-Operating Parties (including substitutions for or replacements of existing leases) are hereinafter called the "Lease."
- 3.0 Among other provisions and in addition to any other security rights and remedies provided by law with respects to services rendered or materials and equipment furnished under the Operating Agreement, the Operating Agreement (a) provides for certain liens and security in favor of Operator on the interest of each of the Non-Operating Parties to the Operating Agreement in the Contract Area, the production therefrom, the proceeds thereof, and the materials and equipment thereon to secure Operator in the payment of any sum due to the Operator hereunder from each Non-Operating Party to the Operating Agreement, (b) establishes, among other things, interest to be charged on indebtedness, certain costs, and other expenses under the Operating Agreement at the rate set forth therein, (c) includes non-consent clauses which establish that parties who elect not to participate in certain operations shall (i) be deemed to have relinquished their interest in production until the carrying consenting parties recover their costs of such operations plus a specified amount or (ii) forfeit their interest in the Lease or portions thereof involved in such operations, and (d) grants each party to the Operating Agreement the right to take in kind its proportionate share of all oil and gas produced from the Contract Area.
- 4.0 This Declaration (including a carbon, photographic, or other reproduction thereof and hereof) shall constitute a non-standard form of financing statement under the terms of Chapter 9 of the Louisiana Commercial Laws, La. R.S. 10:9-101 et seq. (the "Uniform Commercial Code," as adopted in the State of Louisiana), and, as such, for the purposes of the security interest 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 Non-Operating Parties being the debtors with respect to such filing.
- 5.0 To serve a notice of the existence of the Operating Agreement as a burden on the title of each Non-Operating Party to their interest in and to the Lease and the Contract Area and for purposes of satisfying otherwise relevant recording and filing requirements of applicable law, this Declaration is to be filed or recorded, as the case may be, in (a) the conveyance records of the parish or parishes in which the offshore block(s) covered by the Lease or included within the

Contract Area is/are located or adjacent pursuant to La. R.S. 31:216-217 (and any successor or replacement code thereto), (b) the appropriate Uniform Commercial Code records hereto, and (c) in the lease files of the Bureau of Ocean Energy Management for the Leases.

- 6.0 Upon expiration of the Operating Agreement and the satisfaction of all obligations and indebtedness arising thereunder, the Operator, its successor or assign, shall file of record an appropriate release and termination of all security and other rights created under the Operating Agreement and this Declaration executed by the designated Operator under the Operating Agreement. Upon the filing of such release and termination instrument, all benefits and obligations under this Declaration shall terminate as to all parties to the Operating Agreement. In addition, at any time prior to the filing of such release and termination instrument, the Operator shall have the right to file a continuation statement pursuant to the Uniform Commercial Code with respect to any financing statement filed in its favor under the terms of this Declaration.
- 7.0 It is understood and agreed by Operator that if any part, term or provision of this Declaration is held by a court of valid jurisdiction 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 Declaration did not contain the particular part, term, or provision held to be invalid.
- 8.0 This Declaration shall be binding upon and shall inure to the benefit of the Operator, and its legal representative, successors and permitted assigns.

EXECUTED by the designated operator under the Operating Agreement before the respective undersigned competent witnesses on the date set forth.

WITNESSES:

Signature: [Handwritten Signature]  
Name Printed: Len Quinto

Signature: [Handwritten Signature]  
Name Printed: Rachelle Taylor

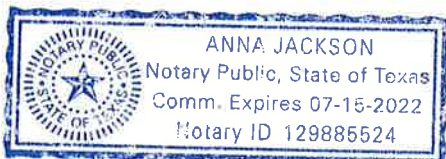
**OPERATOR**  
**Arena Offshore, LP**  
**By: Arena Offshore GP, LLC**  
**Its sole General Partner**

By: [Handwritten Signature]  
Brent Ozenne  
Chief Operations Officer

Date: 04/18/2022

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

On this 18<sup>th</sup> day of APRIL, 2022, before me appeared Brent Ozenne, to me personally known, who, being by me duly sworn, did say that he is the Chief Operations Officer for Arena Offshore GP, LLC as the general partner of **Arena Offshore, LP**, and that said instrument was signed on behalf of said Limited Partner with due and proper authorization, and that he signed and delivered the foregoing instrument on the day and year therein stated, for and on behalf of said Limited Partnership, being first duly authorized to do so.



[Handwritten Signature]  
Notary Public in and for the State of Texas

**Attachment "1"**

Attached to and made part of that certain Declaration in Lieu of Operating Agreement dated effective **April 8, 2022** covering portions of OCS-G 33607 and 33608, naming **Arena Offshore, LP** as Operator, and **GOM Energy Venture III, LLC**, et al, as Non-Operators

**I. OPERATOR**

*Arena Offshore, LP*

**II. DESCRIPTION OF LEASE**

Oil & Gas Lease bearing Serial Number OCS-G 33608, dated effective July 01, 2010, between the United States of America, as LESSOR, and Entek USA General LLC and Peregrine Oil & Gas II, LLC, as LESSEE, covering and affecting lands described as All of Block 342, Vermilion Area, South Addition, OCS Leasing Map, Louisiana Map No. 3B.

Oil & Gas Lease bearing Serial Number OCS-G 33607, dated effective July 01, 2010, between the United States of America, as LESSOR, and Entek USA General LLC and Peregrine Oil & Gas II, LLC, as LESSEE, covering and affecting lands described as All of Block 341, Vermilion Area, South Addition, OCS Leasing Map, Louisiana Map No. 3B.

**III. CONTRACT SUBJECT TO LEASE**

Offshore Operating Agreement dated effective April 26, 2010 by and between Peregrine Oil & Gas II, LLC and Entek USA General LLC, as amended effective January 1, 2012.

**IV. INTEREST OF THE PARTIES**

OCS-G 33607

Record Title Interest

GOM Energy Ventures III, LLC	50.00000%
Arena Energy, LLC	48.00000%
Arena Offshore, LP	2.00000%
	100.00000%

OCS-G 33608

Record Title Interest

GOM Energy Ventures III, LLC	50.00000%
Arena Energy, LLC	48.00000%
Arena Offshore, LP	2.00000%
	100.00000%

**V. THE NAMES, ADDRESSES AND REPRESENTATIVES OF THE PARTIES**

If to: Arena Offshore LP  
Address: 2103 Research Forest Dr.  
Suite 200  
The Woodlands, TX 77380

If to Arena Energy LLC:  
Address: 2103 Research Forest Dr  
Suite 400  
The Woodlands, TX 77380

Attention: Brent Ozenne  
Email: [brent@arenaoffshore.com](mailto:brent@arenaoffshore.com)

Attention: Christopher Capsimalis  
Email: [caps@arenaenergy.com](mailto:caps@arenaenergy.com)

If to: GOM Energy Ventures III, LLC:  
Address: 675 Bering Drive, Suite 620  
Houston, TX 77057  
Attention: Timothy Austin  
Email: [Tim@PeregrinOilandGas.com](mailto:Tim@PeregrinOilandGas.com)